827.

SUPREME COURT OF THE UNITED STATES.

No. 134.

ANTOINE MICHOUD AND AL., APPELLANTS,

vs.

MADAME P. B. GIROD, WIDOW PARGOUD, AND AL., COMPLAINANTS.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE EASTERN DISTRICT OF LOUISIANA.

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UNITED STATES CIRCUIT COURT,

Ninth circuit, eastern district of Louisiana:

MADAM P. B. GIROD, Widow Pargoud, et als.,
vs.
ANTOINE MICHOUD, et als.

Bill in chancery, filed January 28th, 1842.

Be it remembered, that on the 28th January, 1843, the complainants, Mde. P. B. Girod, widow Pargoud, and als., came into court, by Louis Janin, J. P. Benjamin, and J. F. Pepin, esq'rs, their solicitors, and filed the following bill in equity, to wit:

MADAME P. B. GIROD, Widow Pargoud, et als.,
vs.
ANTOINE MICHOUD, et als.

To the honorable the judges of the circuit court of the United States, for the ninth circuit and eastern district of Louisiana, sitting in equity:

Humbly complaining show unto your honors, your oratrixes, Péronne Bernardine Girod, widow of Jean Pierre Hector Pargoud, an alien subject of the Dutchy of Savoy, and residing at Albertville, in said Dutchy, and Rosalie Girod, widow of Philip Adam, also an alien subject of the said Dutchy of Savoy, and residing at Faverges, in said Dutchy, your said oratrixes, complaining and acting, not only for themselves, but also in behalf of the persons hereinafter named, their co-heirs of the deceased Claude François Girod, hereinafter mentioned, the said co-heirs being the following, to wit, Louis Joseph Poidebard, who resides at Bernin, near Grenoble, in the kingdom of France; François Sylvestre Poidebard, whose residence is in some place in France to your oratrixes unknown; Denise Philippine Poidebard, widow Pierre Nicoud, who resides at Chambéry, in said Dutchy of Savoy; Jacqueline Poidebard, wife of Marie Rivolet, who resides at Thônes, in said Dutchy of Savoy, Claudine Poidebard, widow of Pierre François Bouvard, who resides at Bordeaux, in the kingdom of France, and Marie Rosalie Poidebard, wife of Anthelme Vallier, who resides at Chambéry aforesaid; all the aforesaid Louis Joseph, François Sylvestre, Denise Philippine, Jacqueline, Claudine and Marie Rosalie, being aliens, and the sole children and legal heirs and representatives of the deceased Françoise Girod, wife of Jean Marie Poidebard, and sister of your oratrixes: also François Quétand, who resides in New Orleans, Jean Marie François Quétand, who resides at Thônes aforesaid, Marie Josephte Quétand, wife of Joseph Marie Avet, who resides at Thônes aforesaid, Françoise Péronne Quétand, wife of Jean Antoine Allard, who resides at Thônes aforesaid, Marie Philippine Rose Quétand, who resides at Thônes aforesaid, and Marie

Bernard Quétand, who resides at Thônes aforesaid; all the aforesaid François, Jean Marie François, Marie Josephte, Françoise Péronne, Marie Philippine Rose and Marie Bernard Quétand, being aliens, and the sole children and legal heirs and representatives of the deceased Josephte Thérèse Girod, widow of André Marie Quétand and sister of your oratrixes; also Jean François Girod, who resides in New Orleans, Jeanne Péronne Girod, wife of Clément Odonino, who resides at Conavesse, in the Dutchy of Piedmont, Françoise Clémentine Girod, wife of Pierre François Pernoud, a resident of Annecy, in the Dutchy of Savoy, and Jean Michel Girod, who resides in Annecy aforesaid; all the aforesaid Jean François, Jeanne Péronne, Françoise Clémentine and Jean Michel Girod, being the children and sole legal heirs and representatives of the deceased Claude Marie Girod, the brother of your oratrixes, and being also all aliens:

That Claude François Girod, a resident of the parish of Assumption, in the State of Louisiana, died in the month of November, in the year one thousand eight hundred and thirteen, leaving a last will and testament, dated on the thirtieth day of November, one thousand eight hundred and twelve, and a codicil, dated on the fourth day of November, one thousand eight hundred and thirteen; that the said will and the said codicil were admitted to probate on the eighth day of November, one thousand eight hundred and thirteen; that the said Claude François Girod never was married, and that he left no heirs in the ascending line, and that he left eight brothers and sisters, and the descendants of a predeceased sister, to wit, your oratrix, Péronne Bernardine Pargoud, your oratrix, Rosalie Adam, the above named and since deceased Josephte Thérèse Quétand, the above named and since deceased Claude Marie Girod, Jean François Girod, a citizen of Louisiana, now absent in France, Nicholas Girod, since deceased, a citizen of Louisiana, Jean François Girod, l'aîné, an alien, since deceased, and Jacques, otherwise called Jacques Antoine Girod, since deceased, and the above named heirs and legal representatives of his predeceased sister, Françoise Poidebard; that his said surviving brothers and sisters, with the exception of said Jacques, otherwise called Jacques Antoine Girod, who was excluded by the terms of said will, were the legal heirs of the said deceased Claude François Girod, each for the one-eighth part of his estate and succession, and the heirs and legal representatives of the said predeceased sister of the said Claude François Girod, were his legal heirs, by representation of their deceased mother, for the remaining eighth part of the estate and succession of the said Claude François Girod, and that the said Jean François Girod, l'aîné, having since died intestate and without descendants, his share has devolved on his brothers and sisters and their descendants, whereby the share of each has become one-seventh instead of one-eighth; and your oratrixes further allege, that in the said will and the said codicil of the said Claude François Girod, he did enumerate and describe in general terms the different properties and effects owned and possessed by him, and the amount of the debts due by him, and did bequeath various special legacies of sums of money to persons not included amongst his

said legal heirs, amounting altogether to the sum of fifteen thousand nine hundred dollars, or thereabouts; and did bequeath to his said brothers and sisters and their descendants, the special legacies hereinafter stated, and in words and tenor, when translated from the French language, in which said will was written, as follows, to wit: "I give and bequeath "to the children of my deceased sister, Françoise, wife of Poidebard, "without prejudice to their rights in my succession, the sum of two thou- "sand dollars, which they are to divide amongst themselves, in equal "shares, for such is my will; I give and bequeath to my sister, Thérèse, "wife of Quétand, without prejudice to her rights in my succession, the "sum of one thousand dollars, for such is my will; I give and bequeath "to my god-daughter, Rosalie, my sister, married at Taloire, but of "whose husband's name I am ignorant, the sum of one thousand dol- "lars, without prejudice to her rights in my succession, for such is my "will; I give and bequeath to my brother, Jacques Girod, a sum of four "thousand dollars, once paid, without any right whatever in my succes- "sion, for such is my last will; I give and bequeath to my brother, "Claude Marie, the sum of two thousand dollars, without prejudice to "his rights in my succession, for such is my last will." And your ora- trixes further allege, that the said Nicolas Girod and Jean François Girod were, by said deceased Claude François Girod, appointed his testamen- tary executors, in the words and tenor, when translated as aforesaid from the French language, following, to wit, "I name for my testamentary "executors, my brother, Nicolas, my elder, and Jean François, my "younger; the first, a merchant in New Orleans, and the second is a "planter in the parish of Ouachita; and in their default, Mr. Philippon, "the elder, merchant at New Orleans, to whom I give by the present "ographic will, power and faculty, as required by law, to take posses- "sion of all my property enumerated, and that to be hereafter acquired, "to inventory, sell it, and cause it to be sold, as they shall deem most "advantageous for the heirs, all my brothers and sisters present and ab- "sent, without any intervention of justice;" all of which premises will fully appear by the said last will and testament, and the said codicil, to which, when hereafter produced by duly authenticated copies, your ora- trixes pray leave to refer; and your oratrixes further allege, that imme- diately after the death of the said Claude François Girod, the said Nico- las Girod, and the said Jean François Girod, the testamentary executors aforesaid, did, as such, take possession of the entire succession and estate of said deceased, both moveable and immoveable, and did cause inven- tories thereof to be made, said inventories being four in number, and made at the dates and places hereinafter set forth, and enumerating the property and effects hereinafter detailed, to wit, the first of said invento- ries was made in the said parish of Assumption, on the twelfth day of November, one thousand eight hundred and thirteen, and comprised a lot of ground situated at Donaldsonville, valued at three hundred dol- lars; the plantation, containing six arpents five toises, front, at two leagues and a half from the river, valued at two thousand five hundred dollars; the plantation, containing eight and a half arpents front, at four leagues

from the river, valued at fifteen hundred dollars; the principal plantation, containing thirty-one and a half arpents front, and established as a sugar plantation, valued at twenty thousand dollars; the plantation opposite the principal plantation, containing thirty-one and a half arpents front, valued at two thousand five hundred dollars; the plantation having three arpents front, situated at eight leagues from the river, valued at five hundred dollars; the plantation in Lafourche Interior, situated at nine leagues from the river, containing five arpents twenty-eight toises front, valued at fifteen hundred dollars; the plantation of thirteen arpents front, situated at ten leagues from the river, in the said parish of Lafourche Interior, bought of Joseph Arabie, valued at sixteen hundred dollars; the plantation, with the wood still standing, situated at fifteen leagues from the river, containing seven arpents front, valued at three hundred dollars; the plantation, with the wood still standing, at nineteen leagues from the river, containing ten arpents front, valued at two hundred and fifty dollars; the plantation on the right bank of the bayou, at twenty leagues from the river, acquired from Jacques Cantrelle, containing thirty-six arpents front, valued at fifteen hundred dollars; the plantation on the left bank of the bayou, at twenty leagues from the river, containing thirty-seven arpents front, valued, with the wood still standing, at five hundred dollars; the plantation, with the wood still standing, on the left bank, at twenty-one leagues from the river, containing thirty-eight arpents front, valued at four hundred dollars; a plantation, acquired at the auction sale of Cher Ami, on the left bank of the bayou, containing forty-five arpents front, valued at four hundred dollars; an island, called Timbalié, at the mouth of bayou Lafourche, valued at one hundred dollars; an island, called Caillou, situated at the same place, valued at thirty dollars; an island, called Ile à la Brosse, (Brush Island,) situated at the same place, valued at fifty dollars; a distillery, and the implements of husbandry for the sugar plantation, and the different animals appertaining to it, valued at six thousand dollars, and one hundred and seventeen slaves, valued at thirty-five thousand four hundred and eighty-five dollars; the total value, as given by said inventory to the property and effects therein enumerated, being seventy-six thousand four hundred and fifteen dollars, as will fully and in detail appear by the said inventory, to which, when hereafter produced, your oratrixes pray leave to refer.

The second of said inventories was made in the said parish of Assumption, on the third day of February, one thousand eight hundred and fourteen, and comprised the credits and claims of the said succession against different individuals; which claims and credits amounted to nine thousand two hundred and fifty dollars and fifty-one cents against debtors who were considered good and solvent, and to two thousand six hundred and forty-three dollars and fifty-four cents against debtors whose solvency was considered doubtful, as will fully and in detail appear by said inventory, to which, when hereafter produced, your oratrixes pray leave to refer.

The third of said inventories was made in said parish of Assumption,

on the eighteenth day of February, one thousand eight hundred and fourteen, and comprised a tract of land, with the wood still standing, having twenty-seven arpents front on the left bank of the bayou, at seventeen leagues from the river, acquired from Domingue Esteve and Jean Uzé, valued at nine hundred dollars; also a quantity of moveable effects, consisting of plate, rum, sugar, and cotton, valued altogether at seven thousand six hundred and eighty-one dollars and fifty cents; the total amunt of the effects and property contained in this inventory, at the valuation therein given, being eight thousand five hundred and eighty-one dollars and forty cents, as will fully and in detail appear by the said inventory, to which, when hereafter produced, your oratrixes pray leave to refer.

The fourth of said inventories was made in the city of New Orleans, on the twenty-sixth day of February, one thousand eight hundred and fourteen, and comprised five lots of ground, designated as numbers one, two, three, four, and five; lot No. one, measuring sixty feet front on the river, by one hundred and twenty feet in depth on Girod street. Nos. two, three, and four, measuring each sixty feet front on the river, by one hundred and twenty feet in depth, and No. five, measuring sixty feet front on the river, by one hundred and sixty feet in depth, valued at sixteen hundred dollars for each lot, forming a sum total of eight thousand dollars. Also, another lot, No. nine, in the same square, measuring ninety-six feet front on Girod street, by three hundred feet in depth, valued at sixteen hundred dollars. Also, two other lots, Nos. ten and eleven in the same square, measuring each sixty feet front on Magasine street, by one hundred and sixty feet in depth, valued each at sixteen hundred dollars. Also, a lot, measuring eighty-seven feet front, on the street called la Briqueterie, being, as your oratrixes allege, the street now called Carondelet street, two hundred feet on St. Charles street, and three hundred and twenty feet in depth, valued in said inventory at nine hundred dollars; also a lot of ground forming the corner of Chartres and St. Louis streets, measuring sixty feet front on Chartres street, by ninety-eight feet on St. Louis street, on which lot was a house having forty-five feet front on St. Louis street, valued in said inventory at fourteen thousand dollars; all of which will fully and in detail appear by the said inventory, to which, when hereafter produced, your oratrixes pray leave to refer; said inventory exhibiting a sum total of twenty-seven thousand seven hundred dollars, as the value of the property of said succession, situated in the parish and city of New Orleans.

And your oratrixes do further allege, that the said testamentary executors did, on the nineteenth day of January, one thousand eight hundred and fourteen, present to the honorable François Courvoisier, judge of the said parish, a petition, wherein they alleged the authorisation granted to them by said will for the sale of said property as herein before recited, and which authorisation to sell without the intervention of justice, your oratrixes are informed and believe to have been illegal and of no effect, and did pray the said judge to order the sale for cash of all said moveable effects belonging to said succession, and of the plantation and tracts

of land adjoining it, and which formed part of it during the lifetime of the deceased Claude François Girod, and all the said slaves, as being in part perishable, and also for the payment of the debts of the succession; that no order was given for such sale by said court, but that the said executors did, nevertheless, proceed to the sale by public auction, on the eighteenth day of February, one thousand eight hundred and fourteen, and for cash, not only of the property mentioned in said petition, but also of all the property and estate, both moveable and immoveable, included not only in the inventory made on the twelfth day of November, eighteen hundred and thirteen, but also that included in the inventory which was made on the very day of the sale, viz: the said eighteenth of February, one thousand eight hundred and fourteen—the greater part of which property was without the jurisdiction of the judge by whom it was sold, and who was induced by said executors to sell such property, by their giving him an indemnity bond, dated the sixteenth February, eighteen hundred and fourteen, and which was of the tenor following, when translated from the French language, viz: As the honorable judge Courvoisier does not believe himself authorised to sell the different pieces of property situated in the interior parish of the bayou Lafourche, as not being within the jurisdiction of his said parish; and in order to relieve the said honorable Judge Courvoisier from all responsibility for selling the said tracts of land at the same time as the other property belonging to the estate of the late Claude François Girod, we hereby, and in our capacity of testamentary executors, make ourselves responsible for all the consequences to which the said honorable Judge F. S. Courvoisier might be subjected by reason of the sale of the said lands of said succession lying out of this parish.

In witness whereof, we have signed this instrument, to be used according to circumstances.

Parish of Assumption, February 16, 1814, (signed) pr. pro. of Nicolas Girod, executor, Jn. F. Girod, Jean François Girod, executor. And that, on the fourth day of March, one thousand eight hundred and fourteen, the said executors did present a petition to the judge of the court of probates, in and for the parish and city of New Orleans, also praying for a sale for cash of all the property of said succession, situated in said last named parish, and did obtain an order therefor, and did cause said sale to be made on the ninth day of April, in the year one thousand eight hundred and fourteen; and your oratrixes further allege, that at the said sale, made in the said parish of Assumption on the eighteenth day of February, one thousand eight hundred and fourteen, the entire property and effects of said succession, included in said inventories, of the twelfth November eighteen hundred and thirteen, and the eighteenth February, eighteen hundred and fourteen, with the exception only of one lot of ground in Donaldsonville, valued at three hundred dollars, not belonging to the succession, and which had been included in said first dated inventory through error, were adjudicated to one Charles Saint Félix for the total price of eighty-four thousand seven hundred and fifty-five dollars and forty cents, said sum being composed of the follow-

ing items, to wit: sixty-five thousand and five dollars for the said sugar plantation, together with the tract of land opposite to it, and measuring thirty-one and a half arpents front; also, the one hundred and seventeen slaves above mentioned, and the distillery, cotton gin, implements of husbandry, and moveable effects on said plantation, including the mules, horses, and cattle employed in its cultivation; and the remainder of said principal sum being composed of the prices bid for each portion of the property contained in said two inventories, and herein before enumerated; the said prices being almost, without exception, the exact sum at which each separate piece of property was valued in said inventories; and that at the said sale made in New Orleans, on the ninth day of April, one thousand eight hundred and fourteen, all the property and effects hereinbefore described, as included in said inventory made in New Orleans, were adjudicated to one Simon Laignel for the sum of twenty-seven thousand seven hundred dollars—said sum being the exact amount of the appraised value of the property situated in New Orleans, as contained in said inventory, and being composed of exactly the same items; and your oratrixes further aver, that it is stated in said adjudication that the said Simon Laignel, to whom the said property was adjudicated, did not pay the price thereof in cash to the officer who was charged by the court to effect the sale, but that the said price was left in his hands with the knowledge aud consent of said Nicolas Girod, who was the acting executor in New Orleans, and who assumed the responsibility thereof, as by the said adjudication, to which, when hereafter produced, your oratrixes pray leave to refer, will fully appear; and your oratrixes do further allege, that, in accordance with said adjudication, a notarial act of sale of all said property was passed in favour of said Simon Laignel, on the twenty-sixth day of April, one thousand eight hundred and fourteen; but that in this act there is an error in the addition of the prices of the several properties, so that the sum total stated to be paid in cash by said Laignel is thirty-five thousand eight hundred, instead of twenty-seven thousand seven hundred dollars.

And your oratrixes do further allege, that on the twenty-third day of February, one thousand eight hundred and fourteen, the said Nicolas and Jean François Girod did procure from said Charles St. Félix an act of retrocession and conveyance to them of all the property, which, five days previously, to wit, on the eighteenth of February, one thousand eight hundred and fourteen, had been adjudicated to him; which retrocession and conveyance was made for exactly the same sum or price at which he himself had purchased, to wit, eighty-four thousand seven hundred and fifty-five dollars and forty cents in cash; as will fully appear by the said act of retrocession, passed before the said parish judge of the parish of Assumption, to which, when hereafter produced, your oratrixes pray leave to refer.

And your oratrixes further allege, that on the twenty-eighth day of April, one thousand eight hundred and fourteen, the said Nicolas Girod did procure from the said Simon Laignel an act of retrocession and conveyance to him of all the property which, by the act passed two days

previously, to wit, on the twenty-sixth of April, eighteen hundred and fourteen, had been conveyed by the said Nicolas Girod, acting as testamentary executor as aforesaid to the said Simon Laignel, and for exactly the same price as was stipulated in said act, to wit, thirty-five thousand eight hundred dollars, the error of addition in the act of the 26th of April being copied into that of the 28th of the same month; and that, in said act of retrocession, the said Simon Laignel did expressly stipulate that he guarantied the said Nicolas Girod only against his own acts and promises, as will fully appear by the said act of sale, to which, when hereafter produced, your oratrixes pray leave to refer; and your oratrixes further allege, that in the original records, both of the said parish judge of the parish of Assumption, and of the said notary in New Orleans, the sales to the said Charles St. Felix, and to the said Simon Laignel, respectively, are followed immediately, and without the interposition of any other record or act, by the said acts of retrocession; and that in the said acts and deeds of the said testamentary executors of Claude François Girod, whereby the said property belonging to the said succession was retroceded by the persons to whom it had been adjudicated, the said Jean François Girod, who was the acting executor in the said parish of Assumption, did, in procuring said retrocession, profess to act for the joint account of himself and the said Nicolas Girod; but said Nicolas Girod, who was the acting executor in New Orleans, professed to act for himself alone; and that the said Jean François Girod, did finally, on the nineteenth day of January, eighteen hundred and thirty, by act passed before Louis T. Caire, notary public in New Orleans, convey to the said Nicolas Girod all the right, title, and interest vested in him by the retrocession of the twenty-third of February, eighteen hundred and fourteen, stipulating specially in said act that he would not guaranty the title, except against his own acts, and merely substituting the said Nicolas Girod in his place, as if the said Nicolas had been the sole transferree in the original retrocession of the twenty-third of February, one thousand eight hundred and fourteen.

Now your oratrixes do further allege, that the whole of the aforesaid acts and doings of the said testamentary executors of Claude François Girod were illegal and fraudulent; that they abused the trust and confidence reposed in them by their testator, and violated their duties towards their co-heirs; that all which is hereinbefore related, was a plot and contrivance formed by the said testamentary executors fraudulently to obtain possession for their own use and benefit, and to the wrong and injury of your oratrixes and their other co-heirs, of the entire succession and estate of their deceased brother; and your oratrixes do further allege, that the adjudication made to the said St. Félix and the said Laignel, were in reality made to the said Nicolas and Jean François Girod, the said St. Félix, and the said Laignel, being merely persons interposed and used as instruments of the said fraud and contrivance; that although it was totally unnecessary to make sale of said property at all; and although, if necessary, the interests of the heirs of said deceased obviously required that it should be made on very long terms of credit, and

that all possible publicity should be given, so as to ensure the highest prices for the property; the said testamentary executors did hurry on the sale for cash, and without the usual advertisements and legal formalities of the entire estate and succession, at a period when the United States of America were engaged in a foreign war, and when the prices of real estate in particular were depressed far below the real value of such property; that the said St. Félix, and the said Laignel, to whom the said estate was adjudicated as aforesaid, were individuals notoriously in indigent circumstances, and utterly incapable of paying the large sums of money for which said property was apparently sold to them, the former of them being also a person then employed by said executors as a clerk or overseer; that they never did pay said price; and that in fact and truth ho real sale of the said property belonging to the succession of the deceased Claude François Girod ever took place, and the title in and to said property has remained in the heirs of said deceased unimpaired and undivested by said proceedings of his testamentary executors.

And your oratrixes further allege, that after the said executors had, by the said fraudulent contrivances, succeeded in obtaining an apparent title to the whole of the property of said succession, they did transfer and convey, both by onerous and gratuitous title, large and valuable portions thereof to different individuals and institutions, amongst which conveyances were the following, to wit: On the sixth of March, one thousand eight hundred and twenty, they sold the slave Gaspard, being one of those which were attached to the plantation aforesaid, for the price of fifteen hundred dollars; on the third of March, one thousand eight hundred and twenty-five, they sold another of said slaves, named César, for the sum of five hundred dollars; on the twelfth of January, one thousand eight hundred and twenty-nine, the said Nicolas Girod made a donation to the Female Orphan Asylum, in the city of New Orleans, of the property herein before described, situated on Carondelet and St. Charles streets, which property, at the date of said donation, was, and now continues to be, worth the full sum of one hundred thousand dollars; and on the fifteenth of May, one thousand eight hundred and twenty-nine, the said Nicolas and Jean François Girod, sold the tract of land hereinbefore described, measuring thirteen and one-third arpents more or less front on the left bank of the bayou Lafourche, by forty arpents in depth, for the sum of fifteen thousand dollars.

And your oratrixes do further allege, that the said testamentary executors did, on the twenty-third day of May, one thousand eight hundred and seventeen, present to the honorable the court of probates in and for the parish and city of New Orleans, an account of their administration as such, in which account they state payments of debts to have been made by them to the amount of thirty-six thousand seven hundred dollars, or thereabouts, prior to the month of March, in the year eighteen hundred and fourteen; that the amount of the legacies left by the said deceased Claude François Girod was twenty-five thousand nine hundred dollars, or thereabouts; that in a petition presented to the honorable probate court aforesaid by the said executors, on the fourth of March,

eighteen hundred and fourteen, they allege the amount of the debts and legacies due by the estate to be about sixty thousand dollars, this last sum corresponding nearly with the aggregate amount of the legacies and the debts aforesaid, which, according to the statements contained in said account, came to their knowledge prior to the said month of March, eighteen hundred and fourteen, and corresponding likewise with the aggregate amount of the debts and legacies of the succession, as recited in the will of the deceased, the said will having declared that the testator owed, by note and account, about thirty thousand dollars; and your oratrixes further allege, that in order to appropriate, wickedly and fraudulently, to their own use and benefit, the funds of said succession, the said executors did, in said account of the twenty-third of May, eighteen hundred and seventeen, place themselves as creditors of said succession for a sum of nearly forty-nine thousand dollars, to wit: said Nicholas Girod for forty thousand four hundred and eighteen dollars and nine cents, and said Jean François Girod for eight thousand two hundred and fifty-three dollars and twenty cents, although no sum whatever was due to them, nor could have been due to them, according to the allegations of their own petition of the fourth of March, eighteen hundred and fourteen.

And your oratrixes further allege, that nearly all the co-heirs of the said Nicolas and Jean François Girod, having full faith and confidence in their honesty and integrity, did entrust them with their powers of attorney, authorizing them to represent the interests of such co-heirs in the settlement of said succession; that the persons who appointed the said executors their agents were the following, to wit: the said Jean François Girod, l'aîné, the said Denise Phillippine Poidebard, widow Pierre Nicoud, the said Josephte Thérèse Girod, wife of André Marie Quétand, the said Marguerite Paris, then widow of Claude Marie Girod, acting as tutrix of her five children, whose names are hereinbefore set forth, your oratrix, widow Pargoud, the said Claudine Girod, then wife of P. F. Bouvard, and the said Marie Rosalie Girod, now wife of A. Vallier; and your oratrixes further allege, that the said Nicolas and Jean François Girod did set forth in their petition, filed to said court of probates of New Orleans, that they did, in their quality of agents of their above recited constituents, approve the account so as aforesaid rendered by themselves, and in which they had falsely and fraudulently represented themselves to be creditors of said succession for a sum of nearly forty-nine thousand dollars, thereby abusing the trust and betraying the interests confided to them by their said constituents for their own advantage, and to the great wrong and injury of their said constituents.

And your oratrixes further allege, that in the said parish of Assumption no attorney was appointed to represent the absent heirs of said Claude François Girod, and that Charles Robert Caune, esq., who was the attorney appointed in New Orleans to represent said absent heirs, was so appointed at the instance of said executors; that, in concert with them, he consented to have said property sold for cash as aforesaid, without apprising the heirs of the application for such sale, or ever communicating with them, by letter or otherwise, in relation to said succession,

and that the said executors, having been appointed agents as aforesaid, by their co-heirs, who lived in foreign countries, and who were totally ignorant of the real situation of the affairs of said succession, and who had trust and confidence in said agents, and believed their representations and statements to be true and correct, did, by means of false and fraudulent representations, and by concealment of facts which they knew to exist, and which, as agents, they were bound to communicate to their principals, induce your oratrix, Péronne Bernardine, widow Pargoud, to sign a document or public act, passed before François Jaquet, a notary public, at Annecy aforesaid, on the tenth of November, one thousand eight hundred and seventeen, whereby she did acknowledge to have received from said executors the sum of five thousand two hundred and forty-two francs and seventy-five centimes, equivalent, in money of the United States of America, to the sum of one thousand dollars, or thereabouts, and did declare and acknowledge that which is contained in the words following, which are a translation from the French language, in which said act is written, to wit: "Being satisfied, she grants final discharge for the full and entire payment of the hereditary share which she might claim in the succession as reduced into moveable effects, of the deceased Claude François Girod, their brother, opened some years ago in Louisiana; she also cedes, purely, simply, and irrevocably, but subject to all perils and risks, and in the form of a sale of an inheritance, unto the said Jean François Girod, all her rights, pretensions, titles, and claims, that she could assert, as one of the co-heirs of the said Claude François Girod in his succession, for the moveable and immoveable property generally, situated in the diocess of Thônes, without exception or reservation, with all possessory actions and remedies, rights of suit, &c., putting and subrogating the said Jean François Girod in her place. The said Madame Pargoud has granted the present cession, with all clauses of divesture and investiture, &c., and for the price of five hundred livres, which have been paid, the said Madame Pargoud grants acquittance, with the promise that she will neither make, nor suffer to be made, any demand or pursuit whatever, by reason of the different rights which are the objects of this act." And your oratrix, the said widow Pargoud, doth allege, that the said receipt and acknowledgment was obtained from her, through the false and fraudulent representations aforesaid by the said executors, in anticipation of a possible discovery, by her, of the fraud thus committed on her, and in the hope of estopping her by such receipt; and she alleges that she never would have signed said act, nor consented to the stipulations therein contained, if she had known the true situation of the affairs of said succession, and if she had not been misled by the said executors, in whose representations she trusted, fully believing them to be incapable of injuring or defrauding her. And your oratrix, widow Adam, alleges, that she has no recollection of having ever signed any document or paper of a tenor or effect similar to that recited aforesaid, as being signed by the said widow Pargoud, and she believes that no such document was ever signed by her; but if any such exist, she avers that she never would have sign-

ed the same, if she had known the real situation of the affairs of said succession, and if she had not been grossly deceived in relation to her rights therein; and your oratrixes further allege, that the entire proceedings in relation to the said succession of Claude François Girod, in the parish of New Orleans, were conducted by the said Nicolas Girod alone.

Your oratrixes further allege, that at all times subsequently to the date of the said retrocessions made by said St. Félix and said Laignel to the said Nicolas and Jean François Girod, they continued to be in possession and enjoyment of the entire estate and succession of the said deceased, and reaped the fruits and received the rents and profits of those portions thereof which were not conveyed by them, and received the price and interest thereon of such portions thereof as were sold by them, as is hereinbefore recited.

And your oratrixes do further allege, that the rents received by said Nicolas Girod were as follows, to wit: for the property situated at the corner of Chartres and St. Louis streets, in the city of New Orleans, four thousand dollars per annum, being a fair average rent from the date of the death of said Claude François Girod up to the present day; and for the property situated in the suburb Saint Mary, in the city of New Orleans, six thousand dollars per annum, from the said date to the present time. And that the said Jean François Girod and Nicolas Girod received jointly fifteen thousand dollars per annum, from the crops and revenues of the sugar plantation situated in said parish of Assumption, from the date of the death of said Claude François Girod, up to the nineteenth day of January, eighteen hundred and thirty, since which date said crops and revenues to a like annual amount have been received by said Nicolas Girod alone; and that the sums of money received for the prices of property sold by said testamentary executors, were received by them jointly at the respective periods of sale hereinbefore fully set forth; and that the value of the property, by the said Nicolas Girod conveyed by gratuitous title to the Female Orphan Asylum in the city of New Orleans, was one hundred thousand dollars.

And your oratrixes further allege, that on or about the first day of September, one thousand eight hundred and forty, the said Nicolas Girod died in New Orleans, leaving a last will, which has been probated and ordered to be executed by the honorable the court of probates, in and for the parish and city of New Orleans, by which will he made the following special legacies, to wit: to the mayor of New Orleans, one hundred thousand dollars, to be appropriated to the construction of an edifice to bear the name of N. Girod, in the parish of Orleans, to receive and succour French orphans inhabiting the State of Louisiana; to the treasurer of the Charity Hospital, thirty thousand dollars; to the president of the Catholic Asylum, thirty thousand dollars; to Madame Bouvard, née Poidebard, of Bordeaux, one hundred thousand dollars; to Mr. Vallier Poidebard, at Chambéry, thirty thousand dollars; to Mr. Joseph Girod, one hundred thousand dollars; to Mr. G. Montamat, fifty thousand dollars; to Mr. A. Michoud, fifty thousand dollars; to Mr. F. Grima, thirty thousand dollars; to Mr. Déjan, aîné, twenty thousand dollars; to Mr. D.

Prieur, forty thousand dollars; to Mr. Chs. Claiborne, fifteen thousand dollars; to Mr. Mville. Marigny, fifteen thousand dollars; to Madame Veuve Sabatier, twenty thousand dollars; to Mr. A. Fournier, twenty thousand dollars; to Mr. E. Rivolet, twenty thousand dollars; to Mr. E. Mazureau, twenty thousand dollars; to Mr. C. Gurlie, twenty thousand dollars; making a sum total of seven hundred and ten thousand dollars. And that the said François Quétand and Antoine Michoud, a citizen of Louisiana, and residing within the jurisdiction of this honorable court, as agent, and in the name of Jean François Girod, have been appointed dative testamentary executors of said deceased.

And your oratrixes further allege, that the said will contained no bequests other than those above recited, and no other testamentary dispositions whatever; that the said Nicolas Girod had never been married, and left neither ascendants nor descendants, and that his sole legal heirs are his brothers and sisters and their descendants, hereinafter named and designated, to wit: your oratrix the widow Pargoud, heir for one-seventh part of his succession; your oratrix widow Adam, heir for one-seventh part of his succession; the said Jean François Girod, heir for one-seventh part of his succession; the six children of the deceased Françoise Girod, wife of Poidebard, hereinbefore named, heirs, each, for one forty-second part of said succession by representation of their said deceased mother; the six children of the deceased Josephte Thérese Girod, widow of André Marie Quétand, hereinbefore named, heirs each for one-forty-second part of said succession by representation of their said deceased mother; the four children of the deceased Claude Marie Girod, hereinbefore mentioned, of which children, Jean Michel, Françoise Clémentine, and Jeanne *Vulgó* Péronne, are heirs, each for one thirty-fifth part of said succession, and Jean François is heir for two thirty-fifth parts, both in his own right, and as having succeeded to the inheritance of his brother Jean Pierre Nicolas Girod, who died on the eighth of February, eighteen hundred and forty-one, leaving a last will, whereby he constituted the said Jean Françoise, his brother, his universal legatee; and the six children and descendants of children of Jacques Antoine Girod, the deceased brother of said Nicolas Girod, heirs each for one forty-second part of said succession, the said children and descendants of children being as follows, viz: Jean Benoit Girod, who is an alien, residing at Aleix, in the dutchy of Savoy aforesaid, Françoise *Vulgó* Gervais Girod, who is an alien, and whose residence is to your oratrixes unknown, Joseph Marie Girod, who is a citizen of Louisiana, residing in the parish of St. Charles, within the jurisdiction of this honorable court, Claude François Girod, who is an alien, residing at Thônes aforesaid, Jacqueline Girod, wife of Pierre Dalloz, who is an alien, residing with her said husband at Annecy aforesaid, and François Marie Girod, the acknowledged natural child and heir of the deceased Françoise Girod, a daughter of the said Jacques Antoine, and entitled to his mother's share in said succession by representation, also an alien, residing at Thônes aforesaid.

And your oratrixes do further allege, that as heirs of the said Claude François Girod as aforesaid, they are entitled each to the one-seventh

part of all the property and slaves which belonged to him at his death, and which are now in the possession of the estate and succession of the said Nicolas Girod, the title of your oratrixes thereto and therein never having been divested; and that they are likewise entitled to recover from the succession of the said Nicolas Girod, each the one-seventh of the fruits and revenues received therefrom by said Nicolas Girod, and hereinbefore fully set forth, and also the one-seventh part of the moiety of the rents and revenues and crops received by Nicolas and Jean François Girod, jointly; also the one-seventh part of the moiety of the prices and value of such of said property as the said Nicolas Girod and Jean Françoise Girod jointly alienated, as hereinbefore set forth, and the interest thereon. And your oratrixes do further declare, that they expressly renounce, so far as they legally can, without affecting the claims herein asserted by them, all claims against the said Jean François Girod for the other moiety of said rents and profits, and prices and interest which was received by him. And your oratrixes do further allege, that all the real estate hereinbefore described as having been inventoried amongst the property belonging to the said Claude François Girod, deceased, is now in possession of the succession of the said Nicolas Girod, with the exception of those portions, the sale and conveyance of which have been hereinbefore recited, and that the said real estate described as being situated in the city of New Orleans, has greatly increased in extent by means of accession by alluvion, and that this increment is also the property of the succession of the said Claude François Girod. And your oratrixes allege, that all the slaves now employed on and attached to the sugar plantation hereinbefore described, situated in the parish of Assumption, are either the same slaves as those which were thereon left by the said Claude François Girod, or are the progeny of said slaves, and consequently are all the property of the succession of the said Claude François Girod; and that your oratrixes are therefore entitled each to the one-seventh part of such increased extent of land in New Orleans, and of all the slaves now on said sugar plantation in Assumption.

And your oratrixes do further allege, that the property hereinbefore described, as situated in the suburb Saint Mary, has since been divided by the growth of the city of New Orleans, and by the increment by alluvion as aforesaid, into different squares and lots from those hereinbefore mentioned, and that the said property as now possessed by the succession of Nicholas Girod, is as follows, viz: first, twenty-seven lots of ground situated in the square bounded by Tchapitoulas, Notre Dame, Magasine and Girod streets, and numbered from ONE to TWENTY-SEVEN inclusively. The said twenty-seven lots forming the entire square of ground aforesaid, with the exception of a piece of ground at the corner of Magasine and Girod streets, measuring one hundred and twenty-seven feet ten and a half inches front on Magasine street, by one hundred and seventy feet six inches on Girod street. Secondly, the entire square of ground comprised between Tchapitoulas, Notre Dame, Commerce and Girod streets. And thirdly, a piece of land in the square bounded by Notre Dame, Commerce, Girod and New Levee streets, and compris-

ing the entire front on Commerce street, by a depth of ninety-two feet seven inches on Notre Dame street, and eighty-two feet two inches on Girod street. And fourthly, two lots of ground situated in the square bounded by Julia, Notre Dame, Magasine and Tchapitoulas streets, one measuring forty-two feet eight inches front on Tchapitoulas street, by one hundred and seventy feet six inches in depth; and the other measuring twenty-one feet four inches front by a like depth. And your oratrixes allege, that the above described property, situated between Magasine, Girod, Notre Dame and Tchapitoulas streets, is the same property which, in the hereinbefore recited act of sale from Nicolas Girod to Simon Laignel and the plan thereunto annexed, is designated as lots Nos. one, two, three, four, nine, ten and eleven; and that the property in the square between Notre Dame, Tchapitoulas, Julia and Magasine streets, is the same which in the aforesaid act and on the aforesaid plan, is designated as lot No. seven, that the said lots Nos. one, two, three and four, which front on Tchapitoulas street, were originally a part of the plantation of one Bertrand Gravier, who had divided his plantation into lots, and given to it the name of suburb Saint Mary, and who sold the said lots as fronting on the river Mississippi, the said Tchapitoulas street being at that time the front street, and that the said lots after various mesne conveyances were sold to the said Claude François Girod as fronting on the river, that after the sale by said Bertrand Gravier, a considerable alluvion or batture was formed in front of said lots, which was claimed by the said Nicolas Girod as front proprietor, and as an accessary to said four river lots; that an adverse title to said batture was set up by Edward Livingston, who claimed to have succeeded to the rights of said Bertrand Gravier, and to be owner of all the batture formed in front of said suburb; that the said Nicolas Girod, in order to establish his said claim to said alluvion, instituted a suit in the parish court of the parish of Orleans, on the nineteenth May, one thousand eight hundred and seventeen, which suit resulted in a compromise between said Nicolas Girod of the first part, and the said Edward Livingston and the heirs of Bertrand Gravier of the second part, whereby the said parties of the second part abandoned to the said Nicolas Girod, as an accessary to the lots Nos. one, two, three and four, all the property hereinbefore described, lying between Tchapitoulas street and the river. The property thus abandoned to the said Nicolas Girod, becoming in reality the property of the succession of the said Claude François Girod, which had never ceased to be owner of the said four river lots, and was entitled to the benefit of the said compromise, which said Nicolas Girod must be considered as having made as trustee of the heirs of Claude François Girod, and in their behalf.

And your oratrixes aver, that inasmuch as a large number of the heirs of the late Nicolas Girod, deceased, and who would otherwise be interested in defending his succession against the claims of your oratrixes, are themselves heirs of the said Claude François Girod, and that their interests as such, are of greater magnitude and value, than their interests as heirs of Nicolas Girod; that the said François Quétand, one of the dative testamentary executors of the said Nicolas Girod, is an alien, and

cannot be made party defendant at the suit of your oratrixes, who are also aliens; that the real parties interested in the defence of the succession of the said Nicolas Girod, against the claims of your oratrixes, are the above recited legatees under his will, because the amount of the legacies bequeathed to them, together with the interest accruing thereon, and the debts of the succession, and the costs and charges incurred in the settlement thereof, will be more than sufficient to absorb the entire succession; and that the only other persons who can have even a contingent interest in defeating the claims of your oratrixes, are Joseph Marie Girod, who is a citizen of Louisiana, residing within the jurisdiction of this honorable court, and Rodolph Rousseau, esq., a citizen of Louisiana, residing within the jurisdiction of this honorable court, who has been appointed by the court of probates of said parish of New Orleans, attorney to represent the absent heirs of the said Nicolas Girod, and who by the laws of the State of Louisiana is the legal representative of the absent heirs of Jacques Antoine Girod, the brothers and sisters of the said Joseph Marie Girod, the said children of the said Jacques Antoine Girod, being heirs of Nicolas Girod, but not of Claude François Girod, by reason of the exclusion contained in the will of the said Claude François Girod, as hereinbefore recited; and inasmuch as your oratrixes cannot make parties defendant hereto the legatees following, and for the reasons following, to wit: the said Madame Bouvard, née Poidebard, she being one of the coheirs for whose benefit your oratrixes claim in this bill, and being an alien; the said Mr. Vallier Poidebard, because he is an alien, residing out of the jurisdiction of this honorable court, the right reverend Antoine Blanc, president of the Catholic Asylum, because he is an alien. Therefore, your oratrixes allege, that the only persons whom it is possible for them to make parties defendant in this honorable court, and whom they do therefore pray to be allowed to make parties defendant herein, are the following, to wit: William Freret, mayor of the city of New Orleans, a citizen of Louisiana, residing within the jurisdiction of this honorable court; Samuel S. Relf, treasurer of the Charity Hospital, a citizen of Louisiana, residing within the jurisdiction of this honorable court, and Joseph Marie Girod, Gabriel Montamat, Antoine Michoud, Félix Grima, Jean Baptiste Déjan, aîné, Denis Prieur, Charles Claiborne, Mandeville Marigny, Madame Eugénie Grima, widow Joseph Nicolas Sabatier, Alexis Fournier, Etienne Mazureau, E. Rivolet and Claude Gurlie, all legatees as aforesaid, citizens of Louisiana, and residing within the jurisdiction of this honorable court; also the said Antoine Michoud, as appointed by the said court of probates of New Orleans, in the name of the said Jean François Girod, his absent principal dative testamentary executor of the said Nicolas Girod, deceased; also the said Jean François Girod, one of the heirs of said Nicolas Girod, deceased; also the said Joseph Marie Girod, as one of the heirs of the said Nicolas Girod, deceased; also the said Rodolph Rousseau, esq., as legal representative of the absent children of Jacques Antoine Girod, heirs of the said Nicolas Girod, deceased.

Now, so it is, may it please this honorable court, that all the said parties defendant combining and confederating together, and also combining

and confederating with divers other persons at present unknown to your oratrixes, whose names, when discovered, your oratrixes pray may be inserted in this their bill of complaint, with apt words to charge them as parties thereto, to injure and aggrieve your oratrixes in the premises, wholly refuse and decline to allow your oratrixes to take possession of the portion unto them belonging in the property of the estate and succession of the late Claude François Girod, deceased, or to pay to your oratrixes the sums which are manifestly due to them upon the statement in this the bill of your oratrixes set forth; and for justification thereof, sometimes the said confederates pretend that the sales and conveyances herein before recited, from the testamentary executors of the said Claude François Girod, to the said Charles St. Félix, and to the said Simon Laignel, and the retrocessions by them to the said executors, were real and *bona fide* sales, conveyances and retrocessions, and that the considerations and prices expressed in said sales, conveyances and retrocessions, were really and actually paid, and received by the respective parties thereto; whereas your oratrixes charge, that such allegations are wholly unfounded and untrue, and that the said sales and conveyances were simulated, fraudulent and void, and that no portion of the consideration or purchase money in said sales stated to have been paid, ever was really paid by the one party, or received by the other, and the said property still belongs to the succession of the said Claude François Girod, the title of said succession never having been divested. And at other times the said confederates pretend, that the paper so as aforesaid signed by your oratrix, widow Pargoud, purporting to be an acquittance in favor of said Jean François Girod, and Nicolas Girod, testamentary executors aforesaid, or either of them, not only released the said Nicolas Girod from all his responsibility towards your oratrix, widow Pargoud, for the faithful execution of his trust as executor aforesaid, and as her mandatary, but also estops and debars your oratrix, widow Pargoud, from setting up any right, title or claim, to any part or portion of the property belonging to the succession of the deceased Claude François Girod; whereas your oratrix, widow Pargoud, charges and humbly insists, that if any paper was signed by her, purporting to be a release and cession of her rights as heir, as is pretended as aforesaid, the said paper was signed and executed when she was in a foreign country, totally ignorant of the situation of the affairs of the succession of which she was an heir, at a time when she was without any counsel or friends to advise her, and when she relied, solely and implicitly, on the good faith and honest intentions of her brothers, the said testamentary executors of Claude François Girod, and was fully persuaded that they would not require, nor knowingly permit her, to execute any instrument by which she would destroy or impair her just and legal rights; and therefore, that the said paper ought not to bar or preclude your oratrix, widow Pargoud, from claiming her share in the succession of the said deceased Claude François Girod, her brother. And at other times the said confederates pretend, that your oratrix, widow Adam, signed a document or instrument, similar in its purport to that signed by your oratrix, widow Pargoud, and that the said paper not only

released the said Nicolas Girod from all responsibility towards your oratrix, the widow Adam, for the faithful execution of his trust as executor aforesaid, and as her mandatary, but also estops, debars and precludes your oratrix, widow Adam, from setting up any right, title or claim to any part or portion of the property belonging to the succession of the deceased Claude François Girod; whereas, your oratrix, widow Adam, charges and humbly insists, that she never signed such paper as is pretended, and if such paper ever was signed, and the act of signing has escaped her memory, then your oratrix, widow Adam, also charges and humbly insists, that at the date of such signature she was in foreign parts, and was totally ignorant of the situation of the affairs of the succession of which she was an heir, when she relied solely and implicitly on the representations of facts as made to her by the testamentary executors of Claude François Girod, and was fully persuaded that they would not require, nor knowingly permit her, to execute any instrument whereby she would destroy or impair her just rights, and therefore, that the said paper, if any such exist, as is pretended, ought not to bar or preclude your oratrix, widow Adam, from claiming her share in the succession of her said deceased brother, Claude François Girod. All which actings, doings, and pretences are contrary to equity and good conscience, and tend to the manifest wrong and injury of your oratrixes. In tender consideration whereof, and forasmuch as your oratrixes are remediless in the premises, by the strict rules of the common law, and can only obtain relief in this honorable court, where matters of this nature are properly cognisable and relievable. To the end, therefore, that the said mayor of the city of New Orleans, the said treasurer of the Charity Hospital, the said Joseph Girod, Gabriel Montamat, Antoine Michoud, Félix Grima, Jean Baptiste Déjan, aîné, Denis Prieur, Charles Claiborne, Mandeville Marigny, Madam Widow Sabatier, A. Fournier, Etienne Mazureau, E. Rivolet, and Claude Gurlie, and also the said Antoine Michoud, appointed in the name of the said Jean François Girod, his absent principal dative testamentary executor of the said Nicolas Girod, deceased, also the said Jean François Girod, Joseph Marie Girod, and Rodolph Rousseau, and their confederates, may without oath true, full, direct and perfect answer make to all and singular the matters herein before stated and charged, (your oratrixes hereby waiving the necessity of the answers of such defendants being put in under the oath of such defendants, or the oath of either of them,) and that as fully and particularly as if the same were here repeated, and they thereto severally and specifically interrogated; and that they shall so answer, not only to the best of their respective knowledge and remembrance, but also to the best of their several and respective hearsay, information and belief; and especially, may discover whether or no the said testamentary executors of the said Claude François Girod did receive the sum of eighty-four thousand seven hundred and fifty-five dollars and forty cents, in cash, from the said Charles St. Félix, and the sum either of twenty-seven thousand seven hundred dollars, or of thirty-five thousand eight hundred dollars, in cash, from the said Simon Laignel; and whether or not the said testamentary executors did really and

truly pay back again to the said Charles St. Félix and Simon Laignel, the sums of money which, by the said acts of retrocession, are respectively stated to have been paid in cash by said executors. And whether there was not an understanding and agreement between the said testamentary executors of Claude François Girod, and the said Charles St. Félix and Simon Laignel, respectively, that the property of said succession should be bid in by said St. Félix and said Laignel, apparently for themselves, but really and truly for the account and in behalf of the said testamentary executors, or of one of them. And whether the said widow Pargoud, at the date of the signature of the paper purporting to be a release in favor of said testamentary executors, and assignment of certain of her rights as heir of Claude François Girod, was not in foreign parts. Whether she had not remained without any communication from the attorney for the absent heirs appointed in the parish of Orleans. Whether she was not then ignorant of the real situation of the affairs of the said succession. And whether any knowledge had been communicated to or obtained by her, of any of the facts set forth in the statement of this her bill of complaint. And whether the said testamentary executors did not possess her entire confidence as being her brothers and agents. And whether it was not her confidence in the said testamentary executors that induced her to sign the said paper. And whether she was not urged and solicited to sign the same by the said Jean François Girod and Nicholas Girod, or by one of them. And whether your oratrix, widow Adam, ever signed any such or similar paper as that signed by the widow Pargoud; and if so, whether the circumstances under which such paper was signed by your oratrix, widow Adam, were not in all essential particulars similar to those under which the said paper was signed by the said widow Pargoud. And whether or no the slaves now on the sugar plantation in the parish of Assumption are the same slaves that were left thereon by the said Claude François Girod, or the progeny thereof? And whether or no the several tracts of land, inventoried in the parishes of Assumption and Lafource Interior as being the property of Nicholas Girod, are the same tracts of land which are hereinbefore described, as included in the inventory of the property left by Claude François Girod.

And that the said property, herein before described as having been inventoried amongst the property of Claude François Girod, deceased, and which still exists in the possession of the succession of Nicolas Girod, be decreed to be really and truly the property of the succession of said Claude François Girod, and that your oratrixes be decreed to be the owners, each of the one-seventh part of said property, including the increase of the land by alluvion, and the progeny of the slaves; and that it be further decreed by this honorable court, that no part nor parcel of the property aforesaid, belonging to the estate of the said Claude François Girod, be applied to the payment, in whole or in part, of the legacies bequeathed to the said mayor of New Orleans, the said treasurer of the Charity Hospital, the said treasurer of the Catholic Asylum, the said Madame Bouvard, née Poidebard, the said Mr. Vallier Poidebard, Joseph Marie Girod, Gabriel Montamat, Antoine Michoud, Félix Grima, Déjan

ainé, Denis Prieur, Charles Claiborne, Mandeville Marigny, Madame Veuve Sabatier, A. Fournier, E. Rivolet, E. Mazureau and Claude Gurlie; that the said release and assignment executed by your oratrix, Pargoud, in favor of said testamentary executors, or one of them, may be declared to have been improperly obtained, and be decreed to be null and void; that the said Antoine Michoud, as appointed in the name of Jean François Girod, dative testamentary executor of the said Nicolas Girod, be ordered and decreed to pay to each of your oratrixes the one-seventh part of the total amount of fruits, revenues, prices of property and interest thereon, herein before set forth, after deducting the sum already paid to your oratrix, widow Pargoud, as a consideration for said release and assignment. And that your oratrixes have such other or further relief as the nature of their case may require, and as shall be agreeable to equity.

May it please this honorable court to grant unto your oratrixes the writ of subpœna, to be directed to the said William Freret, mayor of the city of New Orleans, the said Samuel S. Relf, treasurer of the Charity Hospital, the said Joseph Marie Girod, Gabriel Montamat, Antoine Michoud, Félix Grima, Jean Baptiste Déjan, ainé, Denis Prieur, Charles Claiborne, Mandeville Marigny, Madame Eugénie Grima, widow Saabtier, A. Fournier, Etienne Mazureau, E. Rivolet, Claude Gurlie, Jean François Girod, and Rodolph Rousseau, commanding them, and each of them, by a certain day, and under a certain penalty therein to be inserted, to be and appear before your honorable court, and then and there to answer the premises, and further to stand to and abide such order and decree therein as shall be agreeable to equity and good conscience.

And your oratrixes shall ever pray, &c., &c.

(Signed,) L'S JANIN,
J. P. BENJAMIN,
J. F. PEPIN,
Solicitors for complainants.

And afterwards, to wit, on the 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, the following subpœnas in chancery were issued from the clerk's office.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Mandeville Marigny to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madam P. B. Girod, widow Pargoud et als., are complainants, and the said Mandeville Marigny et als. are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and the sixty-sixth year of the American independence.

[L. S.]

Signed, DUNCAN N. HENNEN, *Clk.*

Marshal's return.

Received January 28th, 1842, and on the same day served a copy of the within summons on the within named defendant, Mandeville Marigny, personally at New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. marshal.
By D. O. NADAND,
Deputy U. S. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Alexis Fournier, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Mand. P. B. Girod, widow Pargoud et als. are complainants, and the said Alexis Fournier et als. are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

[SEAL.]

Signed, DUNCAN N. HENNEN, *Clk.*

Received January 28th, 1842, and same day I served a copy of the within summons on the within named defendant, Alexis Fouriner, by handing the same to him, in person, at New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. marshal.
By D. O. NADAND,
Deputy U. S. marshal.

UNITED STATES OF AMERICA:

To the President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Antoine Michoud, attorney in fact of Jean François Girod, dative testamentary executor of Nicholas Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chan-

cery, wherein Madam P. B. Girod, widow Pargoud et als. are complainants, and the said Antoine Michoud, attorney in fact of Jean François Girod, dative testamentary executor of Nicholas Girod, et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of Janu-
[SEAL.] ary, in the year of our Lord one thousand eight hundred and forty-two, and the sixty-sixth year of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*

Marshal's return.

Received January 28th, 1842, and on the same day served a copy of the within summons on Antoine Michoud, attorney in fact of Jean Françoise Girod, dative testator executor of Nicholas Girod, personally, at New Orleans.

For A. SIDNEY ROBERTSON,
U. S. marshal.
D. O. NADAND,
Deputy U. S. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Antoine Michoud, dative testamentary executor of Nicholas Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madam P. B. Girod, widow Pargoud, is complainant, and the said Antoine Michoud, dative testamentary executors of Nicholas Girod, and als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of Janu-
[SEAL.] ary, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*

Marshal's return.

Received January 28th, 1842; same day I served copies of the within summons on the within named Antoine Michoud, dative executor of Nicholas Girod, et als., by handing the same to him, in person, at New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. marshal.
By D. O. NADAND,
Deputy U. S. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Jean Baptiste Dejean, ainé, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Jean Baptiste Dejean Ainé are defendants.

Herein fail not at your peril, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*

Marshal's return.

Received January 28th, 1842, and on the same day served a copy of the within summons on the within named defendant, Jn. Bte. Dejean ainé, personally, at New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. marshal.
By D. O. NADAND,
Deputy U. S. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Felix Grima to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madam P. B. Girod, widow Pargoud, et als., are complainants, and said Felix Grima et als. are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*

Marshal's return.

Received January 28th, 1842, and on the same day served a copy of the within summons on the within named defendant, Felix Grima, personally, at New Orleans.

Signed, A. SIDNEY ROBERTSON, *U. S. M.*
By D. O. NADAND, *D. U. S. M.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Antoine Michoud, attorney in fact of Jean François Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madam P. B. Girod, widow Pargoud, et als., are complainants, and said Antoine Michoud, attorney in fact of Jean François Girod, and others, are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*

Marshal's return.

Received January 28th, 1842; same day I served a copy of the within summons on the within named Antoine Michoud, attorney in fact of Jean Françoise Girod, by handing the same to him, in person, at New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. marshal.
By D. O. NADAND,
Deputy U. S. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Denis Prieur, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Denis Prieur et als. are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of Jan-
[SEAL.] uary, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

Signed, DUNCAN N. HENNEN, *Clk.*

Marshal's return.

Received January 28th, 1842, and on the same day served a copy of

the within summons on the same day on the within named defendant, Denis Prieur, personally, at New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. marshal.
By D. O. NADAND,
Deputy U. S. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Charles Claiborne to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Charles Claiborn et als. are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this the 28th day of [SEAL.] January, in the year of our Lord one thousand eight hundred and forty-two, and the sixty-sixth year of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*

Marshal's return.

Received January 28th, 1842, and on the 31st day of January served a copy of the within summons on the within named defendant, Charles Claiborne, personally, at New Orleans.

For A. SIDNEY ROBERTSON,
U. S. marshal.
D. O. DADAND,
Deputy U. S. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Francois Quetant, dative testamentary executor of Nicholas Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madam P. B. Girod, widow Pargoud, et als., are plaintiffs, and the said Francois Quetant, dative testamentary executor of Nicholas Girod, et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

[SEAL.]

Signed, DUNCAN N. HENNEN, *Clerk.*

Marshal's return.

Received January 28th, 1842, and on the 29th of January, 1842, I served a copy of the within summons on Francois Quetant, dative testamentary executor of Nicholas Girod, by handing the same to Amie Guillet, his attorney in fact, the said Quetant being absent of the State.

Signed, A. SIDNEY ROBERTSON,
U. S. marshal.
By D. O. NADAND,
Deputy U. S. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Rodolph Rousseau, attorney for the absent heirs of N. Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madam P. B. Girod, widow Pargoud, are complainants, and the said Rodolph Rousseau, attorney for the defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and the sixty-sixth year of American independence.

[L. S.]

DUNCAN N. HENNEN, *Clerk.*

Marshal's return. Received, January 28th, 1842, and same day I served a copy of the within summons on Rodolph Rousseau, attorney for the absent heirs of N. Girod, by handing the same to him in person, at New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. Marshal.
By D. O. NAUDAND,
D. U. S. Marshal.

United States of America, the President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Madam Eugenie Grima, widow of J. N. Sabatier, to appear before the honorable the judges of the ninth judicial circuit court of the United States of America, at a circuit

court to be holden on first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Madame Eugenie Grima, widow of J. N. Sabatier, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme [L. S.] Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*

Marshal's return. Received January 28th, 1842, and on the same day served a copy of the within summons on the within named defendant, M Eugine Grima, widow of J. N. Sabatier, personally, at New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. Marshal.
By D. O. NADAND, *D. U. S. M.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Etienne Mazureau, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madam P. B. Girod, widow Pargoud, et als., are complainants, and said Etienne Mazureau, et als. are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme [L. S.] Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

Signed, D. N. HENNEN, *Clerk.*

Marshal's return. Received January 28th, 1842, and same day I served a copy of the within summons on the within named defendant, E Mazureau, by handing the same to him, in person, at New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. Marshal.
By D. O. NADAND,
U. S. Deputy Marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Antoine Michoud, to appear

before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Antoine Michoud, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

[L. S.]

Signed, DUNCAN N. HENNEN,
Clerk.

Marshal's return. Received January 28th, 1842, and on the same day served a copy of the within summons on the within named defendant, Antoine Michoud, personally, at New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. Marshal.
By D. O. NADAND,
D'y U. S. Marshal.

THE UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Etienne Rivolet to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Etienne Rivolet, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and the sixty-sixth year of American independence.

[SEAL.]

(Signed) DUNCAN N. HENNEN, *Clerk.*

Marshal's return. Received January 28th, 1842, and same day I served a copy of the within summons on the within named defendant, E. Rivolet, he being absent, by leaving the same at his domicil, corner of Royal and St. street, New Orleans, in the hands of his wife, Mrs. Rivolet, apparently above the age of fourteen years, which I learned by interrogation.

(Signed) A. SIDNEY ROBERTSON,
U. S. Marshal.
By D. O. NADAND,
Deputy U. S. Marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Joseph Marie Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als , are complainants, and Joseph Marie Girod, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and the sixty-sixth year of American independence.

[SEAL.]

(Signed) DUNCAN N. HENNEN, *Clk.*

Marshal's return. Received Jan'y 28th, 1842, and same day I served a copy of the within summons on the within named defendant, Joseph Marie Girod, by handing the same to him, in person, at New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. Marshal.
By D. O. NADAND, *D. U. S. M.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Claude Gurlie, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and Claude Gurlie, et als., are defendants; herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

[SEAL.]

Signed, DUNCAN N. HENNEN, *Clerk.*

Marshal's return.

Received January 28th, 1842, and on the same day served a copy of the within summons on the within named defendant, Claude Gurlie, personally, at New Orleans.

(Signed) A. S. ROBERTSON,
U. S. Marshal.
D. O. NADAND, *D. U. S. M.*

UNITED STATES OF AMERICA:

The President of the United States, to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Gabriel Montamat, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Gabriel Montamat, et als., are defendants; herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

[SEAL.]

(Signed) DUNCAN N. HENNEN, *Clerk.*

Marshal's return.

Received January 28th, 1842, and on the same day served a copy of the within summons on the within named defendant Gabriel Montamat, personally at New Orleans.

For A. SIDNEY ROBERTSON,
United States marshal.
D. O. NADAND,
Deputy U. S. Marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Aimé Guillet, attorney in fact of François Quétant, dative testamentary executor of Nicholas Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are plaintiffs, and the said Aimé Guillet, attorney in fact of François Quetant, dative testamentary executor of Nicholas Girod, et als., are defendants; herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 28th day of January, in the year of our Lord one thousand eight hundred and forty-two, and the sixty-sixth year of American independence.

[SEAL.]

Signed, DUNCAN N. HENNEN, *Clerk.*

Marshal's return.

Received January 28th, 1842, and on the 29th of January, 1842, I served a copy of the within summons on Aimé Guillett, attorney in

fact of François Quetant, dative testamentary executor of Nicholas Girod, by handing the same to him in person at New Orleans.

A. SIDNEY ROBERTSON,
U. S. Marshal.

By D. O. NADAND,
D. U. S. Marshal.

And afterwards, to wit, on the 11th day of February, in the year of our Lord eighteen hundred and forty-two, the following subs. were issued:

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Samuel S. Relf, treasurer of the Charity Hospital, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and Samuel S. Relf, et als., are defendants; herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 11th day of Feb-
[SEAL.] ruary, in the year of our Lord one thousand eight hundred and forty-two, and sixty sixth year of American independence.

Signed, DUNCAN N. HENNEN, *Cl'k.*

Marshal's return.

Received February 11th, 1842, and on the 14th of same month, I served a copy of the within summons on the within named defendant, S. S. Relf, treasurer of the Charity Hospital, by handing the same to him in person at New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. Marshal.

By D. O. NADAND,
Deputy U. S. Marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon William Freret, mayor of the city of New Orleans, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April, 1842, then and there to answer a bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and the said William Freret, et als., are defendants; herein fail not, and have you then and

there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 11th day of February, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

[SEAL.]

Signed, DUNCAN N. HENNEN, *Clerk.*

Marshal's return.

Received February 11th, 1842, and on the same day served a copy of the within summons on the within named defendant, William Freret, mayor, &c., personally, at New Orleans.

For A. S. ROBERTSON,
U. S. Marshal.
D. O. NADAND,
Deputy U. S. Marshal.

And on the 7th November, 1842, the following entry was entered of record, *on* viz:

MADAME P. B. GIROD, vs. ANT'E MICHOUD, and als. } No. 899.

On this 7th November, 1842, the oratrixes file their petition, and on motion of their solicitors, L. Janin and J. P. Benjamin, it is ordered, that they have leave to amend their bill without costs, in manner stated in said petition containing the proposed amendments, and that the defendants answer the amended bill of complaint, at the same time as the original bill.

And on the 5th of November, 1842, the following amended bill was filed:

MADAME P. B. GIROD, WIDOW PARGOUD, et als., vs. ANTOINE MICHOUD, et als.

To the judges of the circuit court of the United States for the eastern district of Louisiana:

The petition of Péronne Bernardine Girod, widow of Jean Pierre Hector Pargoud, of Rosalie Girod, widow of Philip Adam, of Louis Joseph Poidebard, and of Benoite Colline Nicoud, all aliens and subjects of the King of Sardinia, respectfully shews:

That your two above first named petitioners filed a bill in this honorable court on the 28th of January last, against Antoine Michoud and others, the dative testamentary executors and legatees of the late Nicolas Girod, in which they claim as heirs of the late Claude Françoise Girod, certain real estate now in the possession of the executors of said Nicholas Girod, and also certain sums of money in which the said Nicholas Girod was indebted to the heirs of said Claude François Girod; that

among the said heirs, on whose behalf the said two first named petitioners appeared and acted in said bill, were your petitioner Louis Joseph Poidbard, the late Denise Philippine Poidbard, widow of Pierre Nicoud and Jean François Girod, jr., one of the sons of the late Claude Marie Girod; that the said Denise Philippine Poidbard, widow of Pierre Nicoud, died at Chambery, in the Dutchy of Savoy, on the 8th of August, 1811, leaving an only heir, to wit: your petitioner Benoiste Colline Nicoud, her daughter, who by representation is entitled to all the rights of her said late mother, in the estate of the said Claude François Girod; that your petitioner Louis Joseph Poidbard, and your petitioner Benoite Colline Nicoud, now appear for the purpose of making themselves parties plaintiff to said bill, and they accordingly adopt all its terms, allegations, conclusions, and prayers, as much so as if they had originally joined in the same, and pray for the relief, to which, according to the allegations of said bill your said petitioners, Louis Joseph Poidbard and the late Denise Philippine Nicoud, were entitled, to wit, each of them to one forty-second part of the property, moneys, rights, and claims, described in said bill as being due by the estate of the late Nicholas Girod, to the heirs of the said Claude François Girod.

And your petitioners further shew, that Jean Françoise Girod, jr., the son of Claude Marie Girod, and one of the persons on whose behalf your said two first named petitioners sued in their said bill, did on the 25th January, 1842, apply to the district court of the first judicial district of the State of Louisiana, for the benefit of the insolvent laws of the said State, and make a surrender of all his property to his creditors; that Jean Firmin Pepin, a citizen of the State of Louisiana, residing in the city of New Orleans, was thereafter appointed the syndic of the creditors of the said Jean François Girod; that by said surrender all the property of whatever kind of said Jean François Girod, jr., became vested in the said syndic for the benefit of the creditors of said insolvent; that among the property so surrendered by the said Jean François Girod, jr., and vested in his creditors, were all his own rights, and the rights of his brother, the late Pierre Nicholas Girod, in and to the estate of the said Claude François Girod, the said Pierre Nicholas Girod having died in the city of New Orleans on the of 1841, leaving a testament executed before , notary public, in and for the parish of Orleans, on the of , which after his death was duly ordered to be executed by the court of probates of the parish of Orleans; and that whereas, the said Jean Firman Pepin, is a citizen of the State of Louisiana, and your petitioners cannot sue on his behalf, they pray that he be made a party defendant to this suit.

Your petitioners further shew, that although the writ of subpœna of this honorable court has been served on all the parties defendant named in the original bill, neither of them has, as yet, entered appearance in this court; that your petitioners have indeed, lately and accidentally ascertained, that the Charity Hospital and Jean Baptiste Dejean, have filed on the 2d and 8th of April last, certain instruments, purporting to be exceptions or answers, but that neither their appearance nor their answer

was ever entered on the order book of this honorable court. That your petitioners not having any notice thereof, either by entries in the order book, or in any other manner, are warranted in disregarding said instruments and treating them as nullities; that if need be your petitioners reserve the right of excepting to said instruments, and objecting to their reception, they being neither demurrers, pleas, nor answers, known in the pleadings and practice of courts of equity, and that consequently the rights of your petitioners to amend their said bill, are the same as if neither of said defendants had entered appearance. For as much as your petitioners are advised, besides making the above noticed changes in the parties to this suit, to amend their bill in the following particulars, to wit:

1st. By inserting in the 19th line of page 20, of the original bill, being the 7th line of page 21, of the printed copy of said bill, taken out by some of the defendants, after the words "subsequently to the," the words, "death of the said Claude Francois Girod," and

2d. By striking out the following words, commencing on the 11th line of page 32, of the original bill, being the 8th line of page 32, of the said printed bill, to wit: "without oath, full, true, and perfect answer make, to all and singular the matters herein before stated, your oratrixes hereby waiving the necessity of the answers of such defendants being put in under the oath of such defendants, or the oath of either of them," and substituting there*of* the words, "upon their several and respective corporal oaths, to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make, to all and singular the matters aforesaid; and may, if they can, show why your orator and oratrixes should not have the relief in said bill prayed, and may, upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make, to such of the several interrogatories hereinafter numbered and set forth, as by the note hereunder written, they are respectively required to answer, that is to say:

A. Whether the said testamentary executors of the said Claude Francois Girod, did receive the sum of eighty-four thousand seven hundred and fifty-five dollars and forty cents in cash, from said Charles St. Felix, and the sum, either of thirty-five thousand eight hundred dollars, or twenty-seven thousand seven hundred dollars in cash, from said Simon Laignel? State not only your knowledge on this subject, but your information and belief, and what you know from hearsay, and what opinions you expressed concerning the same, before you knew that you were one of the legatees of said Nicholas Girod; and when and in whose presence you expressed said opinions.

B. Whether the said testamentary executors did really and truly pay back again to said Charles St. Felix and Simon Laignel, the sum of money which by said acts of retrocession are respectively stated to have been paid in cash by said executors? State not only your knowledge and information, but your belief on this subject, and what you may know

from hearsay concerning the same, and what opinions you expressed on the same after the death of said Nicholas Girod, and before you knew that you were one of his legatees.

C. Whether there was not an understanding and agreement between the said testamentary executors of Claude François Girod, and the said Charles St. Felix, and Simon Laignel, respectively, that the property of said succession should be bid in by said Simon Laignel and Charles St. Felix, apparently for themselves, but really and truly for the account and in behalf of said testamentary executors, *of* one of them? State not only your knowledge and information on the subject, but what you may have ascertained from hearsay, and what opinion you expressed concerning these matters before and since the death of said Nicholas Girod, and before you knew that you were one of the legatees.

D. Whether the genealogy of the family of the said late Nicholas and Claude François Girod, is not correctly stated in said original bill? Please to answer according to your knowledge, belief, and hearsay?

E. Whether the said widow Pargoud, at the date of the signature of the paper purporting to be a release in favor of said testamentary executors of Claud François Girod, and assignment of certain of her rights as heir of Claude François Girod, was not in foreign parts. Whether it is not true that neither of the complainants was ever in the United States. Whether the said widow Pargoud had not remained without any communication from the attorney for the absent heirs appointed in the parish of Orleans. Whether she was not then ignorant of the real situation of the affairs of said succession. And whether any knowledge had been communicated to, or obtained by, her of any of the facts set forth in the statement of her bill of complaint. And whether the said testamentary executors did not possess her entire confidence as being her brothers and agents. And whether it was not her confidence in the said testamentary executors that induced her to sign said paper. And whether she was not urged and solicited to sign the same by the said Jean François, or the said Nicholas Girod, or by one of them? Please to answer fully, distinctly, and separately, each of the questions contained in this interrogatory, and according to your knowledge, belief, hearsay and information.

F. Whether or no the slaves now on the sugar plantation in the parish of Assumption, are the same slaves that were left thereon by the said Claude François Girod, or the progeny thereof; or if any of the slaves now on said sugar plantation were purchased since the death of the said Claude François Girod, or are the progeny of slaves purchased since said death, state particularly which of them are, their names and ages, and then when and from whom they or their mothers were purchased. Answer each part of this interrogatory according to your knowledge, belief, information and hearsay.

G. Whether or no the several tracts of land inventoried and described in said bill, as lying in the parish of Assumption and Lafourche interior, are the same tracts of land which are also described in said bill as included in the inventory of the property left to the said Claude François

Girod. Please to answer this interrogatory according to your knowledge, information, belief and hearsay.

3. By inserting in line 22 of page 31 of the original bill, being line 27 of page 31 of the printed bill, after the word oratrixes, the following words: And the said executors studiously devised at keeping your oratrixes in ignorance of the real nature of the transactions herein above explained, and easily succeeded in so doing, owing [to] the absence of your oratrixes, their sex, their want of acquaintance with business, advanced age, and unlimited confidence in their said brothers, who were their only attorneys in fact, and representatives in the United States, and on whom they relied for the final and faithful settlement of the estate of said Claude François Girod. And although some time previous to the death of said Nicholas Girod, their suspicions were excited by indirect information; still the very advanced age of said Nicholas Girod, the circumstance that being unmarried he had no other heirs of kin but those who were at the same time the heirs of Claude François Girod, the consequent probability that either by not making a will, or by making a will in their favor, he would repair the injury which by his aforesaid illegal practices he had inflicted on them, and the reluctance of your oratrixes to reflect on the conduct of, or to become engaged in law suits with, a near relative, as long as there was a hope that they would be indemnified by him, or out of his estate, together with the difficulty of obtaining in their situation accurate and precise information, were the principal causes why this bill was not sooner filed. Your petitioners therefore humbly pray your honorable court, that they may be at liberty to amend their bill without costs, and in the above explained manner; that a writ of subpœna may issue against the said Jean Firman Pepin; and that the defendants may answer the amended bill of your petitioners at the same time when they answer the original bill.

(Sig'd) J. P. BENJAMIN,
L. JANIN,
Solicitors.

The defendants, Joseph Marie Girod, Gabriel Montamat, Antoine Michoud, Jean Baptiste Dejean, ainé, Denis Prieur, Charles Claiborne, Mandeville Marigny, A. Fournier, E. Revolet, Claude Gurlie, Jean François Girod and Rodolph Rosseau, are required to answer each and every of the above interrogatories, marked A, B, C, D, E, F, G.

Judge's order.

Upon reading the petition of complainants, and on motion of L. Janin and J. P. Benjamin, esquires, solicitors of complainants, it is ordered that they have leave to amend their bill without costs in the manner stated in the within petition containing the proposed amendments, and that the defendants answer the amended bill of complainants at the same time as the original bill.

Signed, THEO. H. McCALEB,
U. S. Judge.

And on the 2nd of April, 1842, the following exception and answer was filed:

To the honorable the United States circuit court for the ninth circuit and eastern district of Louisiana.

The exceptions and answer of Jean Baptiste Dejean, ainé, a citizen of the State of Louisiana, residing at New Orleans, to the complaint or bill in chancery, filed in this honorable court, on the 28th January, 1842, by Madam P. B. Girod, widow Pargoud, & al. This respondent contends, that this honorable court cannot entertain jurisdiction in the matter, because the principal defendants are aliens and unrepresented in this suit as this respondent contends. That Rodolph Rousseau, esquire, who was appointed by the honorable court of probates of New Orleans, to represent the above heirs of Nicholas Girod, deceased, has no authority to act in that capacity out of the court by which he is appointed; and as this respondent denies Joseph Marie Girod nor Jean François Girod to be citizens of Louisiana, nor of the United States, but asserts them to be aliens; should, however, this honorable court entertain jurisdiction in the matters, this respondent begs leave to plead the
for this, that previous to the institution of this suit, the claimants had brought an action against the same defendants, and for the same cause of action, before the honorable the court of probates for the parish and city of New Orleans, which action is there still depending and undecided. But should this honorable court overrule the foregoing exceptions, then this respondent begs leave to plead prescription of ten and of twenty years, in bar to the bill of complaint, as he asserts that, by the laws of Louisiana, their right of action was prescribed to their filing their said bill. And should all the foregoing exceptions be overruled, then this respondent, expressly reserving to himself the benefit of the same, for answer to the bill of the complainants, says, that he denies all matter and facts therein set forth, and requires strict and legal proof thereof. And further answering he says, that the residence of François Sylvester Poidbard is not unknown; that he resides in France, at a place called
that from their own statement in their bill, it appears that the claimants were not entitled, as they allege, each to one seventh in the succession of the late Claude François Girod, as Jacques Antoine Girod, though excluded from the succession of said Claude François Girod, was not excluded (neither he or his descendants) from the succession of Jean François Girod, who had inherited one undivided eigh[th] part of the succession of said Claude François Girod.

And this respondent for further answer says, that the executors of the last will of Claude François Girod, have been fully discharged from their trust by their co-heirs; he denies that these discharges were obtained by surprise, but maintains the same are binding on the claimants. This respondent, therefore, prays to be hence dismissed, with his reasonable costs and charges, and prays for all other equitable relief.

Signed, PROCTOR, *for respondent.*

And on the eighth of April, 1842, the following answer of the Charity Hospital was filed:

To the honorable the judges of the circuit court of the United States for the ninth judicial circuit, holding sessions at the city of New Orleans, in and for the eastern district of Louisiana, sitting in equity:

The Charity Hospital of New Orleans, in obedience to the writ of subpœna, served upon Samuel S. Relf, their late treasurer, come, and for answer to the bill of complaint of Peronne Bernardine Girod, Hector Pargoud, and Rosalie Girod, averring to act for themselves, and in behalf of others, alleged co-heirs, to wit, Louis Joseph Poidbard, Sylvester Poidbard, Denise Philipine Poidbard, Jacqueline Poidbard, Claudine Poidbard, and Marie Rosalie Poidbard, also François Quitand, Marie François Quitand, Marie Josepte Quitand, Françoise Peronne Quitand, Marie Rose Phillipine Quitand, and Marie Bernard Quitand; also, Jean François Girod, Jeanne Peronne Girod, Francoise Clementine Girod, and Jean Michel Girod, respectfully shews—

That whether the said complainants are heirs, or in any manner representatives, as by them set forth, is unknown to your respondent, and they put the said complainants to the proof thereof; they further say that all claims made by said complainants, in, by, and through the said Claude François Girod, and all the allegations made in support of same, are matters unknown to respondents, and they require strict proof thereof. They further deny all fraud and deception charged by complainants; these respondents say that they are legatees of the late Nicholas Girod, to the amount stated by said claimants; that the title of the said Nicholas Girod to all the property of which he died possessed, was good and valid in law and equity; and that if ever the said complainants had any claim thereto, which respondents deny, that the same is a state is barred by prescription, and cannot now be enforced in law or equity; wherefore they pray said bill be dismissed at complainant's costs.

Signed, M. H. HOFFMAN, *Attorney.*

And on the 7th of November, 1842, the following subpœnas in equity were issued.

UNITED STATES OF AMERICA:

The President of the United States, to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Amié Guillett, attorney in fact of François Quitant, dative testamentary executor of Nicholas Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court, to be holden on the first Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, & als., are complainants, and the said Amie Guillett, attorney in fact of F. Toutant, dative testamentary executor of N. Girod, and others, are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States of America, this 7th day of Novem-
[SEAL.] ber, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

Signed, D. N. HENNEN, *Clerk.*
By H. B. PAGE, *D. clerk.*

Marshal's return.

Received, November 9th, 1842, and on the 11th same month and year, served a copy of the within subpœna in chancery on Amié Guillett, attorney in fact of F. Quitant, by handing the same to him, in person, in the city of New Orleans.

[Signed,] A. SIDNEY ROBERTSON,
U. S. Marshal.
By WM. K. STILES,
Deputy U. S. Marshal.

UNITED STATES OF AMERICA:

The President of the United States, to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Antoine Michoud, attorney in fact of Jean Francois Girod, dative testamentary executor of Nicholas Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on 1st Monday of December, 1842, then and there to answer an amended bill in chancery, filed against him, wherein Madam P. B. Girod, widow Pargoud, et als., are complainants, and said Antoine Michoud, attorney in fact of Jean Francois Girod, dative testamentary executor of Nicholas Girod, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this seventh day of Novem-
[SEAL.] ber, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*
By H. B. PAGE, *D. C.*

Marshal's return.

Received, November 9th, 1842, and on the 11th November, 1842, served a copy of the within subpœna in chancery, on Antoine Michoud, attorney in fact, &c., in person, in the city of New Orleans.

(Signed,) A. SIDNEY ROBERTSON, *U. S. M.*
By WM. K. STILES, *D. U. S. M.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Antoine Michoud, dative

testamentary executor of Nicholas Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on 1st Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madam P. B. Girod, widow Pargoud, and als., are complainants, and said Antoine Michoud, dative testamentary executor of Nicholas Girod, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable R. B. Taney, chief justice of the Supreme Court of the United States of America, this 7th day of Novem-
[SEAL.] ber, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, D. N. HENNEN, *Clerk.*
By H. B. PAGE, *D. C.*

Marshal's return. Received November 9th, 1842, and on the 11th November, 1842, I served a copy of the within subpœna in chancery on Antoine Michoud, dative testamentary executor, &c., in person, in the city of New Orleans.

Signed, A. SIDNEY ROBERTSON, *U. S. M.*
By WM. K. STILES, *D. U. S. M.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Francois Quitan, dative testamentary executor of Nicholas Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on first Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madam P. B. Girod, widow Pargoud, et als., are complainants, and said François Quitant, dative testamentary executor of Nicholas Girod, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this, the seventh day of
[SEAL.] November, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, D. N. HENNEN, *Clk.*
By H. B. PAGE,
Deputy clerk.

Marshal's return. Received November 9th, 1842, and on the 11th November, 1842, *and on the 11th November*, 1842, served a copy of the

within subpœna in chancery on Aime Guillett, attorney in fact of Francois Quitant, dative, &c., in person, in the city of New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. Marshal.
By WM. K. STILES,
Deputy U S. Marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Felix Grima, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on first Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Felix Grima, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this seventh day of November, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*
By H. B. PAGE, *D. Clerk.*

Marshal's return. Received November 9th, 1842, and on the 11th November, 1842, served a copy of the within subpœna in chancery on Felix Grima, in person, in the city of New Orleans.

A. SIDNEY ROBERTSON, *U. S. M.*
By WM. [K.] STILES, *D. U. S. Marshal.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Madame Eugenie Grima, widow of J. N. Sabatier, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of December, 1842, then and there to answer an amended bill in chancery filed against her, wherein Madam P. B. Girod, widow Pargoud, et als., are complainants, and said Madam Eugenie Grima, widow of J. N. Sabatier, and als., are defendants. Herein fail not at your peril, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this the seventh day of November, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, D. N. HENNEN, *Clerk.*
By H. B. PAGE,
Deputy Clerk.

Marshal's return. Received November 11th, 1842, and on the same month and year served a copy of the within subpœna in chancery, by handing the same to her, in person, in the city of New Orleans.

Signed, A. SIDNEY ROBERTSON, *U. S. M.*
By WM. K. STILES, *D. U. S. M.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Alexis Fournier, to appear before the honorable judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on first Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madam P. B. Girod, widow Pargoud, et als., are complainants, and said Alexis Fournier, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this seventh day of No-
[SEAL.] vember, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

D. N. HENNEN, *Clerk.*
By H. B. PAGE,
Deputy Clerk.

Marshal's return. Received November 9th, 1842, and on the 11th November, 1842, I served a copy of the within subpœna in chancery on Alexis Fournier, in person, in the city of New Orleans.

Signed, A. SIDNEY ROBERTSON, *U. S. M.*
By WM. K. STILES, *D. U. S. M.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Etienne Mazureau, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on 1st Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and the said Etienne Mazureau, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this seventh day of
[SEAL.] November, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

DUNCAN N. HENNEN, *Clerk.*
By H. B. PAGE, *Deputy Clerk.*

Marshal's return.

Received November 9th, 1842, and on the 11th November, 1842, I served a copy of the within subpœna in chancery, on Etienne Mazureau, esquire, by handing the same to him in person in the city of New Orleans.

(Signed) A. SIDNEY ROBERTSON,
U. S. Marshal.
By WM. K. STILES, *D. U. S. M.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Antoine Michoud, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on first Monday of December, 1842, then and there to answer an amended bill in chancery, filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Antoine Michoud, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this seventh day of [SEAL.] November, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, D. N. HENNEN, *Clerk*,
By H. B. PAGE, *Deputy Clerk.*

Marshal's return.

Received November 9th, 1842, and on the 11th November, 1842, I served a copy of the within subpœna in chancery, on Antoine Michoud, in person in the city of New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. Marshal.
By WM. K. STILES,
Deputy U. S. Marshal.

UNITED STATES OF AMERICA:

The President of the United States, to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Rodolph Rousseau, attorney for the absent heirs of Nicholas Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on first Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Rodolph Rousseau, attorney of the absent heirs of Nicolas Girod, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 7th day of No-
[SEAL.] vember, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

D. N. HENNEN, *Clerk*,
By H. B. PAGE, *Deputy Clerk.*

Marshal's return.

Received November 9th, 1842, and on the 11th November, 1842, served a copy of the within subpœna in chancery, on Rodolph Rousseau, esq., attorney for the absent heirs of N. Girod, by handing the same to him in person in the city of New Orleans.

A. SIDNEY ROBERTSON, *U. S. M.*
By WM. K. STILES, *D. U. S. M.*

UNITED STATES OF AMERICA:

The President of the United States, to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Gabriel Montemat, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on 1st Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Gabriel Montemat, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this seventh day of
[SEAL.] November, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*
By H. B. PAGE, *Deputy Clerk.*

Marshal's return.

Received November 9th, 1842, and on 16th same month and year, I served a copy of the subpœna in chancery, on Gabriel Montemat, by handing the same to him in person in the city of New Orleans.

Signed, A. SIDNEY ROBERTSON, *U. S. M.*
By WM. K. STILES, *D'y U. S. Marshal.*

UNITED STATES OF AMERICA:

The President of the United States, to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Denis Prieur, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on 1st Monday of December, 1842, then and there to answer an amended bill in chancery,

filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Denis Prieur, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 7th day of No-
[SEAL.] vember, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, D. N. HENNEN, *Clerk.*
By H. B. PAGE, *D'y Clerk.*

Marshal's return.

Received November, 1842, and on the 11th November, 1842, served a copy of the within subpœna in chancery, on Denis Prieur, by handing the same to him in person in the city of New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. Marshal.
By WM. K. STILES, *D. U. S. M.*

UNITED STATES OF AMERICA:

The President of the United States, to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Charles Claiborne, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on 1st Monday of December, 1842, then and there to answer an amended bill in chancery, filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Charles Claiborne, et als., are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this 7th day of No-
[SEAL.] vember, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, D. N. HENNEN, *Clerk.*
By H. B. PAGE, *D'y Cl'k.*

Marshal's return.

Received November 9th, 1842, and on the 11th, same month and year, served a copy of the within subpœna in chancery on Charles Claiborne, by handing the same to him, in person.

Signed, A. SIDNEY ROBERTSON,
U. S. marshal.
By WILLIAM K. STILES,
Deputy U. S. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Jean Baptiste Dejean, ainé, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on first Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Jean Baptiste Dejean, ainé, et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this the seventh day of [SEAL.] November, in the year of our Lord one thousand eight hundred and forty-two, and sixty-sixth year of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*
By H. B. PAGE, *D. clerk.*

Marshal's return.

Received November 9th, 1842, and on the 14th November, 1842, served a copy of the within on Jean Baptiste Dejean, ainé, by handing the same, in person, in the city of New Orleans.

A. SIDNEY ROBERTSON,
U. S. marshal.
By WM. K. STILES.

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon Claude Gurlie to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on 1st Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madam P. B. Girod, widow Pargoud, et als., are complainants, and said Claude Gurlie, et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this the 7th day of No-[SEAL.] vember, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Dy. clerk.*

Marshal's return.

Received November 9th, 1842, and on the 16th, same month and year,

served a copy of the within subpœna in chancery on Claude Gurlie, in person, in the city of New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. marshal.
By WM. K. STILES,
Deputy U. S. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Etienne Rivolet to appe a before the honorable the judges of the ninth jndicial circuit of the United States of America, at a circuit court to be holden on 1st Monday of December, 1842, then and there to answer an amended bill in chancery, filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Etienne Rivolet, et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this seventh day of No-
[SEAL.] vember, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*
By H. B. PAGE, *D. clerk.*

Marshal's return.

Received November 9th, 1842, and on 11th, same month and year, served a copy of the within subpœna in chancery on Etienne Rivolet, by leaving the same in the hands of his wife, a free person, apparently above the age of 14 years, residing in the city and parish of New Orleans.

A. SIDNEY ROBERTSON,
U. S. marshal.
By WM. K. STILES,
Deputy U. S. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon S. S. Relf, treasurer of the charity hospital, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madam P. B. Girod, widow Pargoud, et als., are complainants, and S. S. Relf, treasurer of the charity hospital, et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this seventh day of November, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

[SEAL.]

Signed, DUNCAN N. HENNEN, *Clerk.*
By H. B. PAGE, *Deputy clerk.*

Marshal's return.

Received November 9th, 1842, and on the 16th, same month and year, served a copy of the within subpœna in chancery by handing the same to S. S. Relf, esquire, treasurer of charity hospital, in person, in the city of New Orleans.

A. SIDNEY ROBERTSON,
U. S. marshal.
By WILLIAM K. STILES,
U. S. D. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Jean Firman Pepin, syndic of the creditors of Jean Francois Girod, jr., to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of December next, then and there to answer an amended bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Jean Firman Pepin, syndic of the creditors of Jean François Girod, jr., et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this seventh day of November, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

[SEAL.]

Signed, DUNCAN N. HENNEN, *Clerk.*
By H. B. PAGE, *D. C.*

Received November 9th, 1842, and on the 11th November, 1842, I served a copy of the within subpœna in chancery *and* Jean Firman Pepin, syndic, &c., in person, in the city of New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. marshal.
By WILLIAM K. STILES,
U. S. deputy marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon William Freret, mayor of

the city of New Orleans, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said William Freret, mayor of the city of New Orleans, et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable R B. Taney, chief justice of the Supreme Court of the United States of America, this the seventh day of [SEAL.] November, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, D. N. HENNEN, *Clerk.*
By H. B. PAGE, *Dy. clerk.*

Marshal's return.

Received November 9th, 1842, and on the 16th, same month and year, served a copy of the within subpœna in chancery on William Freret, mayor, &c., by handing the same to him, in person, in the city of New Orleans.

A. SIDNEY ROBERTSON,
U. S. marshal.
By WILLIAM K. STILES,
D. U. S. marshal.

UNITED STATES OF AMERICA:

The President of the United States, greeting:

You are hereby commanded to summon Antoine Michoud, attorney in fact of Jean Francois Girod, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on first Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein Madame P. B. Girod, widow Pargoud, et als., are complainants, and said Antoine Michoud, attorney in fact of Jean François Girod, et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this seventh day of [SEAL.] November, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

Signed, DUNCAN N. HENNEN, *Clerk.*
By H. B. PAGE, *D. C.*

Received November 9th, 1842, and on the 11th November, 1842, I

served a copy of the within subpœna in chancery on Antoine Michoud, attorney in fact of J. F. Girod, in person, in the city of New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. marshal.
By WM. K. STILES,
U. S. D. marshal.

UNITED STATES OF AMERICA:

The President of the United States to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Mandeville Marigny, to appear before the honorable the judges of the ninth judicial circuit of the United States of America, at a circuit court to be holden on first Monday of December, 1842, then and there to answer an amended bill in chancery filed against him, wherein P. B. Girod, widow Pargoud, et als., are complainants, and said Mandeville Marigny, et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this seventh day of November, in the year of our Lord one thousand eight hundred and forty-two, and sixty-seventh year of American independence.

[SEAL.]

DUNCAN N. HENNEN, *Clerk.*
By H. B. PAGE, *Deputy clerk.*

Marshal's return.

Received November 9th, 1842, and on the 11th November, 1842, served a copy of the within subpœna in chancery on Mandeville Marigny, by handing the same to him, in person, in the city of New Orleans.

Signed, A. SIDNEY ROBERTSON,
U. S. marshal.
By WM. K. STILES,
U. S. D. marshal.

And on the 6th March, 1843, the following entry was entered of record, to wit:

Madame P. B. GIROD, widow,
vs.
ANTOINE MICHOUD and als. } No. 899.

On motion of L. Janin & L. P. Benjamin, of counsel for complainants, the original and amended bill filed in this case on the 20th January, 1842, and the amended bill filed on the 7th November, 1842, are taken pro confesso.

And afterwards, to wit, on the 21st September, 1843, the following supplemental bill was filed:

Madame P. B. GIROD, widow Pargoud, and als., vs. ANTOINE MICHOUD and als. } No. 899.

To the judges of the circuit court of the United States for the eastern district of Louisiana.

Peronne Bernardine Girod, widow of Jean Pierre Hector Pargoud, an alien, subject of the Dutchy of Savoy, and residing at Albertville, in said Dutchy, and Rosalie Girod, widow of Philip Adam, also an alien, subject of said Dutchy of Savoy, and residing at Faverges, in said Dutchy, complaining and acting, not only for themselves, but also on behalf of the several persons whose names and residences are fully set forth in the original bill filed in this honorable court, in the suit entitled Madame P. B. Girod, widow Pargoud, et als., vs. Antoine Michoud, et als., bring this their supplemental bill against Antoine Michoud, Joseph Marie Girod, Gabriel Montamat, Felix Grima, Jean Baptiste Dejean, aîné, Denis Prier, Charles Claiborne, Mandeville Marigny, Madam Eugene Grima, widow Sabatier, A. Fournier, Etienne Mazureau, E. Rivolet, Claude Gurlie, Jean Francois Girod, Rodolph Rousseau, the mayor of the city of New Orleans, and the treasurer of the charity hospital, whose names and residences are fully set forth in said original bill, to which this bill is a supplement.

And thereupon your oratrixes complain that, on or about the 28th day of January, 1842, they exhibited their original bill in this court, wherein they prayed that certain property, which had been inventoried amongst the property of Claude François Girod, deceased, and which still exists in the possession of the succession of Nicholas Girod, should be decreed to be really and truly the property of the succession of said Claude Francois Girod, and that your oratrixes should be decreed to be the owners of certain portions thereof. And that it should be further decreed by this honorable court, that no part nor parcel of the property aforesaid, belonging to the estate of the said Claude Francois Girod, should be applied to the payment, either in whole or in part, of the legacies bequeathed to any of the above mentioned defendants; and that the said Antoine Michoud, as appointed in the name of Jean François Girod, dative testamentary executor of the said Nicolas Girod, should be ordered and decreed to pay to each of your oratrixes large sums of money, as in said original bill is fully and at large set forth.

And your oratrixes further allege, that by virtue of the further prayer in said original bill contained, writs of subpœna were duly directed to, and served upon, all the aforesaid defendants, commanding them, and each of them, at a certain day long since past, to be and appear in this honorable court, then and there to answer the premises; and further, to stand to and abide such order and decree therein as should be agreeable to equity and good conscience; but the said defendants, so to appear and answer, have totally failed and neglected, although they have, at various times and on various occasions, requested of your oratrixes, through the solicitors employed in their behalf, that as a matter of favor

and indulgence, further delays should be granted to them for answering; and although your orators have acceded to these requests, yet all the delays thus granted by your oratrixes at the solicitation of said defendants, have elapsed without the filing of any appearance or answer by them.

And your oratrixes further aver, that since the filing of their said original bill, and during the continuance of the delays, thus in good faith, and as a matter of favor and indulgence, by them accorded to said defendants, the said executors of the said Nicholas Girod, deceased, have continued to receive and collect the rents and revenues of his estate, and the outstanding credits thereof, and particularly the rents and revenues of the very property claimed by your oratrixes as belonging to them, by right of inheritance from the said Claude François Girod, deceased; and that now, during the vacation of this honorable court, and whilst no proceedings can be had in this court for the protection of the rights and interests of your oratrixes, the said executors are about to distribute and pay over to the several defendants, who are legatees, one of said executors being himself a legatee, a sum of one hundred thousand dollars and upwards, collected as aforesaid by them, the said executors, during the delays accorded to them for answering, and arising, in whole or in part, from the revenues of the property claimed in the original bill aforesaid, as belonging, in whole or in part, to your oratrixes.

And your oratrixes further shew, that they are legally, and properly, and equitably entitled, to have the full relief by them prayed for in their original bill extended to them, and their claims against the succession of said Nicolas Girod fully satisfied, before any sums of money can be legally or properly paid to the legatees of his succession; and that if the sums now collected by the executors of said Nicolas Girod be by them paid to the legatees aforesaid, many of whom are, as your oratrixes are informed, in insolvent and embarrassed circumstances, your oratrixes fear that there will not remain in said succession assets sufficient to satisfy the decree which your oratrixes expect to obtain from this honorable court; so that unless said payment and distribution be restrained and prevented by a writ of injunction, your oratrixes will suffer irremediable wrong and injury.

Wherefore, and to the end that justice be done in the premises, and wrong and injury be prevented, your oratrixes humbly pray that this honorable court cause to be issued its writ of injunction, addressed to the said Antoine Michoud, and to all his co-defendants aforesaid, and that the said Antoine Michoud be restrained, by an injunction out of this court, from making any payment or distribution of any sums of money which may by him be received or collected, for or on account of the succession of said Nicolas Girod, deceased; and also from making any disposal, payment, or distribution of the monies already received by him for said succession, until the further order of this court in the premises; and further, that the said legatees, Joseph Marie Girod, Gabriel Montamat, Felix Grima, Jean Baptiste Dejean, ainé, Denis Prieur, Charles Claiborne, Mandeville Marigny, Madame Eugene Grima, widow Sabatier, A. Fournier, Etienne Mazareau, E. Rivolet, Claude Gurlie, the

mayor of the city of New Orleans, and the treasurer of the Charity Hospital, be also restrained, by an injunction out of this court, from receiving from said executors, or any person acting in their behalf, any sum or sums of money, in whole or in part, satisfaction of the several legacies by them claimed, till the further order of this honorable court in the premises; and that your oratrixes may have such other and further relief in the premises as shall be agreeable to equity.

(Signed,) BENJAMIN, JANIN & PEPIN,
Solicitors for Complainants.

Asher Moses Nathan, being duly sworn, deposes, that the complainants in the foregoing supplemental bill are now absent from the State of Louisiana, to wit, in the Dutchy of Savoy. That this deponent is the attorney, in fact, of said complainants, for the recovery of the property and money mentioned in the original, and this supplemental, bill of complaint, by virtue of a substitution duly passed by authentic act, before Jules Mossy, notary public, to the procuration granted by complainants to Hypolite Pargoud, who is also absent from the State of Louisiana. That this deponent has read this supplemental bill of complaint, and knows the contents thereof, and that this deponent has information as to all the matters stated therein, and from such information believes such matters to be therein truly stated, and such bill to be true.

(Signed,) A. M. NATHAN.

Sworn to and subscribed before me, this 21st day of September, 1843.

(Signed,) THEO. H. McCALEB,
U. S. Judge.

Judge's Order.

The filing of this supplemental bill is allowed; and on filing said bill, with the affidavit thereto annexed, and by reason of the special cause in said bill shown and set forth, it is ordered that an injunction issue pursuant to the prayer of the said supplemental bill.

(Signed,) THEO. H. McCALEB,
U. S. Judge.

September 21st, 1843.

And on the 21st of September, 1843, the following writ of injunction was issued:

Madam P. B. Girod, widow Pargoud, and als.
vs.
A. Michoud, and als. } No. 899.

The President of the United States of America, to Antoine Michoud, Joseph Marie Girod, Gabriel Montomat, Felix Grima, Jeane Baptiste Dejean, ainé, Denis Prier, Charles Clairborne, Mandeville Marigny, Mad'me Eugene Grima, widow Sabatier, A. Fournier, Etienne Mazureau, E. Rivolet, Claude Gurlie, the mayor of the city of New Orleans, and the treasurer of the Charity Hospital, greeting:

You, Antoine Michoud, are hereby strictly commanded and enjoined, that you desist from proceeding to make any payment or distribution of

any sums of money which may be by you received or collected, or which may have been heretofore received or collected by you, for or on account of the succession of Nicolas Girod, deceased, until the further order of this court. And you, Joseph Marie Girod, Gabriel Montomat, Felix Grima, Jean Baptiste Dejean, ainé, Denis Prieur, Charles Claiborne, Mandeville Marigny, Madame Eugene Grima, widow Sabatier, Etienne Mazureau, A. Fournier, E. Rivolet, Claude Gurlie, the mayor of the city of New Orleans, and the treasurer of the Charity Hospital, are also hereby strictly commanded and enjoined, not to receive from the executors of the said Nicolas Girod, or any person acting in their behalf, any sum or sums of money, in whole or in part, satisfaction of the several legacies claimed by you respectively, until the further order of this court.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this 21st of September, in the year [SEAL.] of our Lord one thousand eight hundred and forty-three, and of American independence the 68th year.

Signed, D. N. HENNEN, *Cl'k.*
By H. B. PAGE, *D. Cl'k.*

Marshal's return.

Received 21st September, 1843, and same day I served copies of the within injunction on the within named persons, in the following, to wit: on Messrs. Antoine Michoud, Gabriel Montamat, Felix Grima, J. B. Dejean, ainé, Denis Prieur, Charles Claiborne, M. Marigny, A. Fournier, E. Mazureau, C. Gurlie, the mayor of New Orleans, Wm. Freret. by handing the same to them, respectively, at New Orleans; and on J. M. Girod and Madam Eugine Grima, widow Sabatier, by leaving the same with Mr. Grima, their attorney at law, and on Mr. E. Rivolet, by leaving the same with his wife, he being absent from the city at the time, and on the treasurer of the Charity Hospital, by leaving the same at his office, New Orleans.

For A. SIDNEY ROBERTSON,
U. S. marshal.
D. O. NADAND,
Deputy U. S. Marshal.

(A printed copy of the answer of defendants hereto annexed.)

ANTOINE MICHOUD, et als.,
vs.
MADAME P. B. GIROD, widow Pargoud, et als.

To the honorable, the judges of the circuit court of the United States, for the 5th circuit, and eastern district of Luisiana, sitting in equity:

The answer of William Freret, mayor of the city of New Orleans, Samuel S. Relf, treasurer of the Charity Hospital of New Orleans, Joseph Marie Girod, Gabriel Montamat, Antoine Michoud, Felix Grima, Jean Baptiste Déjan, ainé, Denis Prieur, Charles Claiborne, Mandeville Marigny, Widow Sabatier, Alexis Fournier, Etienne Mazureau, E. Rivolet, Claude Gurlie, all legatees of Nicolas Girod, deceased, to the

bill of complaint of Péronne Bernardine Girod, widow of Jean Pierre Hector Pargoud, Rosalie Girod, widow of Phillip Adam, complaining and acting for themselves, and for other persons, their co-heirs, named in the said bill.

The above named defendants, saving and reserving to themselves, and to all and each of themselves, now, and at all time hereafter, all and all manner of benefit of exception to the manifold errors, untruths, and other uncertainties in the said bill of complaint set forth and contained; in answer thereunto, or unto so much thereof as they are advised, it may now be material for them, and for each of them, to answer unto, answer and say:

That they admit the statement contained at pages four and five of the complainant's printed bill, beginning at the thirty-third line of said page four, by the words following, to wit: "That Claude François Girod, a "resident of the parish of Assumption, &c.," and continuing in the said page five, down to the twenty-eighth line thereof, to the words, "succession of the said Claude François Girod," inclusive; which statement is as follows, to wit: "That Claude François Girod, a resident of "the parish of Assumption, in the State of Louisiana, died in the month "of November, eighteen hundred and thirteen, leaving a last will and "testament, dated on the thirtieth day of November, one thousand eight "hundred and twelve, and a codicil, dated on the fourth day of Novem-"ber, one thousand eight hundred and thirteen; that the said will and "the said codicil were admitted to probate on the eight day of Novem-"ber, one thousand eight hundred and thirteen; that the said Claude "François Girod never was married, and that he left no heirs in the as-"cending line, and that he left eight brothers and sisters, and the des-"cendants of a pre-deceased sister, to wit: your oratrice Peronne Ber-"nardine Pargoud, your oratrix Rosalie Adam, the above named and "since deceased Josephe Thérèze Quétand, the above named and since "deceased Claude Marie Girod, Jean François Girod, a citizen of Loui-"siana, now absent in France, Nicolas Girod, since deceased, a citizen "of Louisiana, Jean François Girod, l'aîné, an alien since deceased, and "Jacques, otherwise called Jacques Antoine Girod, since deceased, and "the above named heirs and legal representatives of his pre-deceased "sister Françoise Poidebard; that his said surviving brothers and sis-"ters, with the exception of said Jacques, otherwise called Jacques An-"toine Girod, who was excluded by the terms of said will, were the "legal heirs of the said deceased Claude François Girod, each for the "one-eighth part of his estate and succession, and the heirs and legal "representatives of the said predeceased sister of the said Claude Fran-"çois Girod, were his legal heirs by representation of their deceased mo-"ther for the remaining eighth part of the estate and succession of the "said Claude François Girod." But the said defendants do deny as erroneous the allegations contained in the words which immediately follow, that is to say, this allegation, to wit: "that the said Jean François "Girod, l'aîné, having since died intestate, and without descendants, his "share has devolved on his brothers and sisters and their descendants, "whereby the share of each has become one-seventh instead of one-

" eighth." And the said defendants here do state and aver, that the said Jean François Girod, l'aîné, instead of dying intestate, as wrongfully stated by the complainants in their said bill of complaint, died after making a last will and testament, by which he instituted Jean François Girod, junior, (le cadet,) who now resides in the city of Paris, in the kingdom of France, his sole and universal heir, whereby the share of each of the said complainants continued to be, and remained as it was before, one eighth of the succession of the said Claude François Girod, instead of one seventh, which for each of them they claim.

And these defendants further answering do say, that they also admit the statement contained in and made from the three last lines of the said fifth page of the said printed bill of complaint, and contained at pages six, seven, and eight, down to the last word of the said eighth page.

These defendants further answering do say, that they admit also the statement contained in page nine of the said printed bill of complaint, and in the first twenty-five lines of page ten thereof.

But these defendants, in making the foregoing admissions, as they do make them in good faith, do by no means admit that the said Claude François Girod did enumerate and describe, in his will and codicil, the amount of all the debts due by him at the time of making his said will and codicil; nor do they, in any manner or form, admit that the said Claude François Girod left, when he died, no other debts than those by him in general terms described in the said instruments. These defendants, on the contrary, do say, that at the time of making his said will and his said codicil, and when he died, the said Claude François Girod owed to divers persons, not only the debts enumerated in his said will, but divers other and much larger debts, as these defendants will hereinafter shew.

And these defendants further answering do say, that as is stated at the bottom of page ten of said printed bill of complaint, the testamentary executors, after the death of the said Claude François Girod, did present to the honorable François Courvoisier, judge of the said parish, a petition in which they alleged the authorization granted to them by said will for the sale of said property, (which authorization these defendants are informed and do believe to have been legal,) and prayed the said judge to order the sale for cash of the property—such as moveable effects, belonging to the said succession, and which formed part of it during the lifetime of the deceased Claude François Girod, all the plantation, and tracts of land, and all the slaves attached to the said plantation, as being in part perishable, (which certainly was very true,) for the payment of the debts of the succession.

And these defendants further answering, and without confessing or denying that no order was given by the said court (or by Judge Courvoisier,) for the said sale, do aver that the said judge was ex officio public auctioneer; that the sale was made by him in that capacity; and they humbly contend that it must be presumed that such an order was made and given, since it was prayed for in the said petition of the testamentary executors, and since the said sale was made, not by the said

executors, as is wrongly alleged in the said bill of complaint, but by the said Judge Courvoisier, and at public auction.

And these defendants do admit, that the sale thus made, was the sale not only of the property mentioned in said petition, but also of all the property and estate, moveable and immoveable, included in the inventory made on the twelfth day of November, eighteen hundred and thirteen; and also the property included in the instrument called inventory, made on the day of the sale, viz: the eighteenth day of February, eighteen hundred and fourteen; which last mentioned *inventory* is, in reality, nothing more than an appraisement or estimation of certain property therein described, which, as is therein stated, it had not been possible to appraise or estimate on the twelfth of November preceding, and which composed or embraced but a very small part of the testator's estate or succession.

And these defendants do contend, that however irregular it might appear, it is no less true, that it was neither illegal nor objectionable, and therefore can in no manner be the ground of any just complaint from the complainants, whose interest could not, in any degree, be thereby affected, the appraisement, thus and then made, not being, by the complainants, alleged to be unfair, or under the then real value of the property.

And these defendants further answering do say, that true it is, as stated at page eleven of said printed bill of complaint, that part (though not the greater in point of value) of the property, sold as aforementioned, was without the jurisdiction of the judge by whom it was sold. But they humbly conceive and contend, that no law of the State of Louisiana, then existing, contained any provision by which a judge, ex officio auctioneer, was, by law, any more than any other auctioneer in this State, rendered incompetent for selling any property whatsoever, situated within or without the limits or jurisdiction of the said judge; and inasmuch as no complaint is made to the price or prices, at and for which the said last mentioned property was sold by said judge, ex officio auctioneer, and at public auction, the circumstance, that a part of the property sold was without the jurisdiction of the judge, is no consequence, and the said price or prices must be considered as fair, and just, and equivalent to what said property was worth, and the sale thereof duly made.

The defendants further do admit, that the said testamentary executor of Claude Francois Girod, did, as stated in the said printed bill of complaint, page eleven, and from the motives therein alleged, give to the said Judge Courvoisier, the indemnity bond, the tenor of which is translated from the French language, and inserted in the said eleventh page of the said complainants' bill of complaint. But these defendants do contend, that in so doing, the said testamentary executors did not, in their humble conception of propriety, deviate from or violate any rule or principle of justice, law, and equity; that the same was done in good faith, without any fraudulent or immoral intention; and that no damage or injury could, nor did any, in any manner or degree, result therefrom, to the detriment of any of the parties concerned or interested.

And these defendants further answering do say, that they admit the statement which, in the printed bill of complaint, begins on the third line of the twelfth page thereof, and continues from thence to the word *fourteen*, which is the only one in the fourteenth line of page fifteen thereof; which statement is as follows, to wit:

"And that on the fourth day of March, one thousand eight hundred and fourteen, the said executors did present a petition to the judge of the court of probates, in and for the parish and city of New Orleans, also praying for a sale for cash of all the property of said succession, situated in the last named parish, and did obtain an order therefor, and did cause said sale to be made on the ninth day of April, in the year one thousand eight hundred and fourteen. And your oratrixes further allege, that at the said sale, made in the said parish of Assumption, on the eighteenth day of February, one thousand eight hundred and fourteen, the entire property and effects of said succession, included in said inventories of the twelfth November, eighteen hundred and thirteen, and the eighteenth February, eighteen hundred and fourteen, with the exception only of one lot of ground in Donaldsonville, valued at three hundred dollars, not belonging to the succession, and which had been included in the said first dated inventory, through error, were adjudicated to one Charles St. Felix, for the total price of eighty-four thousand seven hundred and fifty-five dollars and forty cents, said sum being composed of the following items, to wit: sixty-five thousand and five dollars for the said sugar plantation, together with the tract of land opposite to it, and measuring thirty-one and a half arpents front; also the one hundred and seventeen slaves above mentioned, and the distillery, cotton gin, implements of husbandry, and moveable effects on said plantation, including the mules, horses, and cattle employed in its cultivation; and the remainder of said principal sum being composed of the prices bid for each portion of the property contained in said two inventories, and hereinbefore enumerated, the said prices being almost, without exception, the exact sum at which each separate piece of property was valued in said inventories; and that at the said sale, made in New Orleans on the ninth day of April, one thousand eight hundred and fourteen, all the property and effects, hereinbefore described, as included in said inventory made in New Orleans, were adjudicated to one Simon Laignel, for the sum of twenty-seven thousand seven hundred dollars, said sum being the exact amount of the appraised value of the property situated in New Orleans, as contained in said inventory, and being composed of exactly the same items.

"And your oratrixes further aver, that it is stated, in said adjudication, that the said Simon Laignel, to whom the said property was adjudicated, did not pay the price thereof in cash to the officer who was charged by the court to effect the sale, but that the said price was left in his hands, with the knowledge and consent of said Nicholas Girod, who was the acting executor in New Orleans, and who assumed the responsibility thereof, as by the said adjudication, to which, when hereafter produced, your oratrixes pray leave to refer, will fully appear.

"And your oratrixes do further allege, that in accordance with said adjudication, a notarial act of sale of all said property was passed in favor of said Simon Laignel, on the twenty-sixth day of April, one thousand eight hundred and fourteen, but that in this act there is an error in the addition of the prices of the several properties, so that the sum total stated to be paid in cash by said Laignel is thirty-five thousand eight hundred, instead of twenty-seven thousand seven hundred dollars.

"And your oratrixes do further allege, that on the twenty-third day of February, one thousand eight hundred and fourteen, the said Nicholas and Jean François Girod did procure, from said Charles St. Felix, an act of retrocession and conveyance to them, of all the property which, five days previously, to wit, on the eighteenth of February, one thousand eight hundred and fourteen, had been adjudicated to him; which retrocession and conveyance was made for exactly the same sum or price at which he himself had purchased, to wit, eighty-four thousand seven hundred and fifty-five dollars and forty cents in cash, as will fully appear by the said act of retrocession, passed before the said parish judge of the parish of Assumption, to which, when hereafter produced, your oratrixes pray leave to refer.

"And your oratrixes further allege, that on the twenty-eighth day of April, one thousand eight hundred and fourteen, the said Nicolas Girod did procure, from the said Simon Laignel, an act of retrocession and conveyance to him, of all the property which, by the act passed two days previously, to wit, on the twenty-sixth of April, eighteen hundred and fourteen, had been conveyed by the said Nicholas Girod, acting as testamentary executor as aforesaid, to the said Simon Laignel, and for exactly the same price as was stipulated in said act, to wit, thirty-five thousand eight hundred dollars, the error of addition, in the act of the 26th of April, being copied into that of the 28th of the same month; and that in said act of retrocession, the said Simon Laignel did expressly stipulate, that he guarantied the said Nicholas Girod only against his own acts and promises, as will fully appear by the said act of sale, to which, when hereafter produced, your oratrixes pray leave to refer.

"And your oratrixes further allege, that in the original records, both of the said parish judge of the parish of Assumption, and of the said notary in New Orleans, the sales to the said Charles St. Felix, and to the said Simon Laignel, respectively, are followed immediately, and without the interposition of any other record or act, by the said acts of retrocession; and that in the said acts and deeds, of the said testamentary executors of Claud François Girod, whereby the property, belonging to the said succession was retroceded by the persons to whom it had been adjudicated, the said Jean François Girod, who was the acting executor in the said parish of Assumption, did, in procuring said retrocession, profess to act for the joint account of himself and the said Nicolas Girod; but said Nicolas Girod, who was the acting executor in New Orleans, professed to act for himself alone, and that the said Jean François Girod did finally, on the nineteenth day of January, eighteen hundred and thirty, by act passed before Louis T. Caire, notary public in New Orleans, convey to

the said Nicolas Girod, all the right, title, and interest vested in him by the retrocession of the twenty-third of February, eighteen hundred and fourteen, stipulating specially in said act, that he would not guaranty the title except against his own acts, and merely substituting the said Nicolas Girod in his place, as if the said Nicolas had been the sole transferree in the original retrocession of the twenty-third of February, one thousand eight hundred and fourteen."

But this statement is admitted to be correct, only as far as the same goes to say, that both St. Felix and Simon Laignel did, after the property had been adjudicated to, and purchased by them, respectively, sell and convey the same, to wit, the first named to Jean François Girod, acting for himself and for his brother Nicolas, and the second for Nicolas Girod alone. These defendants, not admitting that by any of the deeds of conveyance, from either the said St. Felix or the said Simon Laignel, any *retrocession* to either Jean François Girod and Nicolas Girod jointly, or to Nicolas Girod separately, did take place or was executed, inasmuch as no *retrocession* could be operated between the parties to either of said deeds, unless either the said Jean François Girod and Nicolas Girod jointly, or the said Nicolas Girod separately, had been, previous to the adjudication to, and purchase by, the said St. Felix and Laignel respectively, the sole and exclusive owners and proprietors of the property in question, which the complainants very well know was not the case, and which these defendants believe and aver, can in no manner be supposed from the reading of said deeds, though in the one from St. Felix it be said that he *retrocedes*, which is, in these defendants' humble conception, a most incorrect and improper expression, as used in said deed.

And these defendants deny the allegations of fraud and breach or abuse of trust, or violation of duties toward the complainants, or any other heir of the testator, charged against the said testamentary executors, in the said bill of complaint, immediately after the statement just above and with modification admitted as true. And these defendants here aver and say, that the property, in the said statement declared to have been purchased by Simon Laignel, and St. Felix, was to them sold at its true and just value; and that they do verily believe that no person at that period, viz., when the said sales took place, would have been found disposed, in this State, to offer, or give for the said property, or any part thereof, the prices at which the same was struck and adjudicated to the said St. Felix, and to the said Simon Laignel.

And now, respecting the sales to St. Felix, and from St. Felix to the said executors, and the sales to Simon Laignel, and from Simon Laignel to one of the said testamentary executors, to wit, Nicolas Girod (without confessing or denying that, in bidding in and becoming the purchasers of the divers pieces of property which, at the public sales at auction took place at the parish of Assumption, and at the parish and city of New Orleans, were adjudicated to the said St. Felix and Laignel, respectively, the said St. Felix and the said Simon Laignel, or either of them, were, and acted as the mere agents of the said executors, or of either of

competent judges of the value of such property, and upon their oaths. But these defendants, therefore, do confess, as they do believe, that the said Simon Laignel never paid to the said executors, and that the said Nicolas Girod never paid back to the said Simon Laignel, the sum or sums, price or prices, at and for which the sale and adjudication was, apparently, made to the said Simon Laignel. And these defendants here aver, contend, and plead, that, in all and singular the just above stated acts, doings, and proceedings, no fraud, or manner of fraud was intended or practised; that the whole was perfectly fair and legal; that the bids of said Simon Laignel, in consequence of which all the property was then and there struck and adjudicated to him, were publicly made, and were the last and highest bids that were then and there made or offered; and that the price or prices at which each piece of property was then and there adjudicated to him, and afterwards by him conveyed to Nicolas Girod, were fair, just, and equitable prices; and that no kind of wrong, loss, or injury, was thereby inflicted on, or sustained by the complainants, or by any other person, in any manner or degree concerned or interested in the succession of the testator, Claude François Girod; and that, therefore, the said complainants cannot, in equity or good conscience, obtain what they do claim, and ought, in equity and good conscience, have their said bill of complaint dismissed.

And the said defendants, without confessing or denying that the interests of the heirs of Claude François Girod, required that the sale or sales above mentioned should be made on very long terms of credit, do aver that the interests of the creditors of said Claude François Girod, and of his divers legatees, required that the said sales should be made as soon as possible; the said creditors and legatees being pretty considerable in number and amount, and not being, either in law or equity, bound to consult the convenience of the said heirs, none of them, except Jean François Girod and Nicolas Girod, who were each of them entitled to one-eighth of the estate, being present, and the other six heirs, or branches of heirs, residing in Europe, and extremely difficult, if not impossible, to correspond with, at the period the sales took place, when the United States were engaged in war with England. These defendants further say and aver, that by his last will, the said testator Claude François Girod, did not in any manner make it the duty of his executors to consult his absent heirs, either as to the mode of liquidating his estate and paying off his debts, or as to the time when, and the terms at which, his estate should be sold; but, on the contrary, in his said last will and testament, gave them power and faculty to take possession of his estate—to sell and cause to be sold the same, in the manner they should think most convenient to the interest of his absent brothers and sisters, and without any intervention of justice; that therefore the said executors, being thus made the sole judges of what was most convenient, did in no manner deviate from, or violate the will or intentions of their testator; that, as these defendants do verily believe, the said executors, at the said period, could not help judging that the longer the terms of credit would have been, the greater would the risk have been of their not being com-

plied with on the part of the purchaser; that if, at present and after a term of upwards of twenty eight years, it is an easy matter for persons who resided in Europe, and had no idea of the peculiar situation of this country, to find or fancy any fault in those proceedings, no person whose mind is not biased by prejudices, or influenced by disappointed pecuniary interest, will be found that will, in sober judgment, and in following the dictates of sound reason, justice, or equity, condemn the conduct, or the acts or doings of the said executors, who being themselves, as aforesaid, two of the heirs of their testator, had certainly the right to secure, as well as the times and the circumstances of the times would permit, an advantageous sale of the property belonging to the testator's succession. And these defendants moreover, do say and aver, that Nicolas Girod and the said Jean François Girod, besides being two of the heirs as aforesaid, were also creditors of the said testator, to wit: Nicolas Girod to the amount of forty thousand dollars and upwards, and Jean François Girod to the amount of upwards of eight thousand dollars; which being the case, as these defendants say and aver it was, was of itself sufficient to justify the said executors in causing the sale or sales aforesaid to be made in the manner and at the conditions in and at which the same were by them thought proper to be made and executed. These defendants, believing as they do, that either in the capacity of heirs, or in that of creditors, the said executors were not in any manner or degree bound to consult and submit to either the will or the interests of their co-heirs, who, it may readily be asserted, would not have in any way been found disposed to suggest or approve any measure, the effect of which might have been to do prompt justice to their respective claims.

And these defendants further answering, do say, that they admit and confess that on the sixth of March, one thousand eight hundred and twenty, the slave Gaspard was, as stated in the said complainant's bill, sold for fifteen hundred dollars; that on the third of March, eighteen hundred and twenty-five, the slave Cesar was sold for the price of five hundred dollars; that on the twelfth of January, one thousand eight hundred and twenty-nine, Nicolas Girod made a donation to the Female Orphan Asylum, in the city of New Orleans, of the piece of property described from the two last lines of page sixteen, to the three first lines of page seventeen, of the complainants' bill. But these defendants do deny that the said property was, or at the date of the filing of said bill, continued to be, worth the sum of one hundred thousand dollars; and the defendants do aver, that at the time of the said donation, the said property was hardly—what it is now—worth the sum of thirty-five thousand dollars, or thereabout. These defendants admit and confess further, that the said Jean François Girod and Nicolas Girod did, on the fifteenth day of May, eighteen hundred and twenty-nine, sell the tract of land at said page seventeen of the complainant's bill mentioned, for the sum of fifteen thousand dollars; but they say that the prices at which the said slave Gaspard was sold in the year eighteen hundred and twenty, and Cesar in the year eighteen hundred and twenty-five, and the tract of land in the year eighteen hundred and twenty-nine, are not and cannot be a

true criterion of the value of the same, at the time of the sales to St. Felix, and from St. Felix to Jean François and Nicolas Girod, nor for many years before or after the dates of the said sales.

These defendants further answering, do say, that they do admit the allegations at page seventeen of the said bill of complaint contained, that is to say, from the ninth down to the middle of the thirty-third line, in the following words, to wit: "and your oratrixes do further allege, that the said testamentary executors did, on the twenty-third day of May, one thousand eight hundred and seventeen, present to the honorable the court of probates, in and for the parish and city of New Orleans, an account of their administration as such, in which account they state payments of debts to have been made by them, to the amount of thirty-six thousand seven hundred dollars, or thereabouts, prior to the month of March, in the year eighteen hundred and fourteen; that the amount of the legacies left by the said deceased Claude François Girod, was twenty-five thousand nine hundred dollars, or thereabouts; that in a petition presented to the honorable court of probates aforesaid, by the said executors, on the fourth of March, eighteen hundred and fourteen, they allege the amount of the debts and legacies due by the estate to be about sixty thousand dollars; this last sum corresponding nearly with the aggregate amount of the legacies and the debts aforesaid, which, according to the statements contained in said account, came to their knowledge prior to the said month of March, eighteen hundred and fourteen, and corresponding likewise with the aggregate amount of the debts and legacies of the succession, as recited in the will of the deceased, the said will having declared that the testator owed by note and account, about thirty thousand dollars." But these defendants do aver that the said executors, in the account by them filed on the twenty-third of May, eighteen hundred and seventeen, had a right, lawfully and justly, to place themselves as creditors, to wit: Nicolas Girod for the sum of forty thousand four hundred and eighteen dollars and nine cents, and Jean François Girod for the sum of eight thousand two hundred and fifty-three dollars and twenty cents, and did place themselves in their said accounts as such, and for said respective amounts, which were lawfully and justly due to them; that is to say, the said Nicolas Girod, by virtue of a final judgment of a competent tribunal, viz: the honorable the parish court for the parish and city of New Orleans, rendered on the sixth day of May, one thousand eight hundred and sixteen, which judgment has, for upwards of twenty-six years past, acquired, and has the authority of *res judicata*, and cannot, in any manner, be now disturbed, either on appeal or otherwise, and has therefore ever since been and is binding against the estate of the said Claude François Girod, and against his heirs, the complainants, and others. These defendants do further aver, that their said account was duly approved and homologated by the honorable the court of probates, to whom, according to law, it had been presented, together with all vouchers in support of the same, and that the judgment of homologation of said court of probates has, ever since its date, acquired also the force and authority of *res judicata*, and that the same cannot now be

disturbed, either on appeal or otherwise; the time within which any remedy against said judgment of homologation, as well as against the one first mentioned, could be applied for, having for a great number of years expired; and these defendants do, therefore, here plead both said judgments in bar of the complainants' claims, demands, actions, or complaints, respecting them, as well as respecting all and singular the other acts, doings, proceedings, sales, &c., in which the said Jean François Girod and Nicolas Girod were parties as testamentary executors aforesaid, or otherwise.

And these defendants further answering, do say, that they admit and confess the statement or allegations contained from the eleventh line to the words, "rendered by themselves," in thirteenth line of page eighteen of the said complainants' printed bill of complaint, which statement is as follows, to wit: "and your oratrixes further allege, that nearly all "the co-heirs of the said Nicolas and François Girod, having full faith "and confidence in their honesty and integrity, did entrust them with "their powers of attorney, authorizing them to represent the interests of "such co-heirs in the settlement of said succession; that the persons who "appointed said executors their agent, were the following, to wit: the "said Jean François Girod, l'aîné, the said Denise Philippine Poidebard, "widow Pierre Nicoud, the said Josephte Thérèse Girod, wife of André "Marie Quiétand, the said Marguerité Paris, then widow of Claude "Marie Girod, acting as tutrix of her five children, whose names are "herein before set forth, your oratrix widow Pargoud, the said Claudine "Girod, then wife of P. F. Bouvard, and the said Marie Rosalie Girod, "now wife of A. Vallier; and your oratrixes further allege, that the said "Nicolas and François Girod, did set forth in their petition, filed to the "said court of probates of Orleans, that they did, in their quality of "agents of their above recited constituents, approve the account so as "aforesaid rendered by themselves."

But in making this admission, and in confessing the facts thus stated at the page eighteen of the said complainants' bill, these defendants say that they by no means admit or confess, and they, on the contrary do deny, that in the account mentioned in the allegations here admitted as true, the said executors "had falsely and fraudulently represented themselves to be creditors of said succession for a sum of nearly forty-nine thousand dollars;" the defendants also do deny, that in representing themselves as creditors for the said amount, the testamentary executors did in any degree "abuse the trust and betray the interest confided to them by their said constituents, for their own advantage, and to the great wrong and injury of their said constituents" for, these defendants aver, *de novo*, that Nicolas Girod especially, did truly and justly represent himself in the said account, as creditor of the said succession of Claude François Girod, by virtue of a final judgment rendered between the proper parties, by a competent court having jurisdiction on the subject matter thereof, to wit: the honorable the parish court for the parish and city of New Orleans, on the sixth day of May, eighteen hundred and sixteen, which judgment is, as above alleged and contended for, binding, and is here again plead

in bar of all claims, demands, actions, or complaints from all and every heir of the deceased Claude François Girod respecting the said judgment.

And these defendants further answering, do say, that they can neither admit, confess or deny, that in the parish of Assumption, as is alleged at the beginning of page nineteen of said printed bill of complaint, no attorney was appointed to represent the absent heirs of Claude François Girod; but they imagine that if, as the complainants seem to consider, that the attorney appointed by the court of probates of New Orleans, is duly qualified to represent the absent heirs in another court, to wit: in this honorable the circuit court, and in this very cause, wherein Rodolph Rousseau, in that capacity, has, at the request of the complainants, been subpœned to appear, and for said absent heirs whom he represents, to answer their said bill of complaint, the attorney which the same court of probates did, prior to the inventories' appraisement and sales of the property belonging to the estate of the deceased, appoint, was equally well qualified, at that period, to represent the said absent heirs in any State court of the State of Louisiana, and that there was no necessity to appoint another such attorney in the said parish of Assumption.

These defendants further answering, do admit and confess, that the attorney appointed in New Orleans by the court of probates, to represent said absent heirs, was so appointed at the instance, that is to say, on the demand of said testamentary executors, who were, by no laws or principles of law, forbidden to make such demand or suggestion; and who, as these defendants do believe, had or could have no improper motive or motives in making said demand or suggestion to the said court of probates; which court was most undoubtedly authorised and empowered to reject, and would have rejected, said demand or application, if the appointment of said attorney had, in any manner or degree, appeared improper; and in thus expressing themselves here, these defendants look upon it as a sacred duty thus to defend the memory of both the judge, who made the said appointment, and of Robert Caune, who was the lawyer appointed; and who died many years before the complainants' bill of complaint was thought of, or filed, after having for a long time previous, and up to their respective deaths, enjoyed the well-merited fame and reputation of good, honest, and upright men, in their private as well as in their public or professional conduct. These defendants, therefore, do deny there having been any sort of concert between the said testamentary executors and the said attorney of the absent heirs; and they say, as they do sincerely believe, that if any concert did exist or take place, the same was an honest and laudable concert, which must have consisted in this only, viz: that the said attorney having no tenable ground of objection to the sale of the property for cash, consented thereto, as far as it was in his power to consent; and these defendants will add here, that there was nothing in the law or in the measure itself, that made it the duty of the said attorney, either directly or indirectly, to correspond with those whom he was appointed to represent, and that, if he had made any opposition to the application, or demanded the postpone-

ment of the sale until he should have written to the said absent heirs and received any instructions from them, the court would have been in duty bound to disregard said demand, and ordered the sale to take place as prayed for by the said executors; inasmuch as the said executors, who were, as all others, mere creatures of the testator, under the law, were by the express will of the testator empowered to sell as they should think most proper, and by the said law ordered to sell without consulting the convenience of any of the heirs or legatees, and in order to liquidate the estate and pay off its debts; all which these defendants do hereby most explicitly aver.

And these defendants further answering, and without confessing or denying that the said executors had been appointed agents of their co-heirs, as is stated at page nineteen of the printed bill of complaint, do say, that they most expressly deny that Nicolas Girod, one of said executors, ever did, "by means of any false and fraudulent representations, or by any concealment of facts which he knew to exist and was bound to communicate to his said co-heirs or principals," induce Peronne Bernardine Pargoud, one of the complainants, to sign any "document or public act, or the document or public act mentioned at page nineteen of said printed bill, passed before François Jacquet, a notary public at Annecy, in the Dutchy of Savoy; and these defendants here do admit, that the said Peronne Bernardine Pargoud did, at the time the said act was passed, reside in said Dutchy, and has never before or thereafter come to, or resided in the State of Louisiana, or in any other State or section of country within the jurisdiction of the United States. But these defendants do state and aver, that at the same period, and for many years previous thereto, and ever since, up to the time of his death, the said Nicolas Girod was, and continued to be without any interruption, a resident of this city of New Orleans; and had not for many years before the death of the testator, and has not even since, gone to, or been at any part or country of Europe. These defendants, far from being in any degree disposed or authorised, consistently with truth, to admit that said Nicolas Girod was, in any manner, guilty of any such or other false and fraudulent representations, or of any concealment of facts which he was bound to communicate, do state, assert and aver, that Jean François Girod, his brother, and co-heir, and co-executor, is the person to whom the said act was passed, being then at the said place of Annecy; that if any false and fraudulent representations were made use of, or if any facts were concealed, to induce the said Peronne Bernardine Pargoud to sign the act aforesaid, the whole was done by him, the said Jean François Girod, without the knowledge, participation or consent, express or implied, of the said Nicolas Girod; that far from having, through false and fraudulent representations, and concealment of facts, been induced to sign the aforesaid act, the said Peronne Bernardine, widow Pargoud signed the same knowingly and freely, after being well informed of all the circumstances, and of the true character of all and singular the transactions relative to, and concerning the succession of her deceased brother, the testator: That Hypolite Pargoud, her son, who had been in New Orleans

some short time before or after the period when the said act was signed, and had returned to his native place, where he was, and, it is believed, stayed, with her, could not be, and was not ignorant of, and, on the contrary, was well acquainted with, all the said circumstances, and particularly with the sales that had been made of all the estate of his said uncle, the testator, and knew exactly that both his uncles, Nicolas Girod and Jean François Girod, were the joint owners and proprietors of the plantations and slaves, and of the lands situated at Lafourche, and that Nicolas Girod was the owner and proprietor of the Faubourg and City property, now in dispute; and knew also of the adjudications to St. Felix, and to Simon Laignel, and of the sales from them respectively to his said uncles, from whence these defendants infer, that said Pargoud, the son of the said Peronne Bernardine Pargoud, must have, and has imparted to his said mother, shortly before or after the time when the said act was signed, all the positive knowledge and information on the subject which he was then in possession of, as above stated; it being impossible to suppose or admit, that on such important matters he would have been in any manner disposed to suffer, without speaking, that his said mother be, with impunity, imposed upon, and duped and cheated, by his said uncle, Jean François Girod. And besides, these defendants here do state and aver, 1st. That at the time of signing the said act, the said Peronne Bernardine Pargoud knew the testament of her deceased brother, Claude François Girod, and all the contents thereof; 2d. At the same time she knew that all his estate had been *mobilisé*, that is to say, sold and converted into money; 3d. That at the said time, the said Jean François Girod, did shew and communicate to his brother and co-heir, Jean François Girod, (l'aîné) senr., the accounts rendered here before the court of probates, as is shewn by a letter from the latter to the said Nicolas, dated Paris, 24th September, 1817, in which is found the following passage in the French language, which, translated into English, says: "Our brother wanted me to examine the account of the succession of Claude François, which I have refused, persuaded as I am of your honesty, which, I am sure, is equal to my own, in spite of the perfidious insinuations by which it has been attempted to render me suspicious to you. I hope that our brother will terminate the whole without any trouble. I do wish it, for the advantage of all the family, and for my own satisfaction, for if it was to turn otherwise, I would cease to see the relations, except when they should fancy to come and visit me in my little residence," &c.

The said Jean François Girod, senr., was a priest, and the most enlightened member of the whole family, whence it cannot be inferred that the said executor Jean François Girod would have concealed the said accounts to the other members of the family, and especially to the said Peronne Bernardine Pargoud who, if judged from her signatures to letters which these defendants have in their possession, cannot be supposed to be a person of any extensive knowledge or information. 4th. Besides the money which was paid her at the time said act was signed, and for which the said act was and is the receipt and full acquittance, the said Peronne Bernardine Pargoud has received from the said Jean

François and Nicolas Girod the sum of nine thousand francs, equal to eighteen hundred dollars, which she acknowledged as a present from them; which present, she being or representing herself far from being rich, though not indigent, she said she received with gratitude. 5th. She, on the sixth of October, eighteen hundred and twenty-seven, addressed a letter signed by herself, in her own name, to Nicolas Girod; which letter, written in the French language, and translated into English, is as follows, to wit: "My very dear Brother: I hasten to answer your dear letter of the first of May last, by which you believe that I am a very ungrateful sister. Be persuaded of the contrary, especially having had the advantage of your friendship. You were wrong to have believed it one instant, particularly if any thing has been said respecting the succession of our brother Claude. I cannot believe that it came from your relations, and, I affirm it, less from me. I should be mortified of it. If I had committed that imprudence, I would confess it to you frankly. That comes from the persons that were present as witnesses at the acquittances which have been made of the 5,500 francs, and the 9,000 francs which I have received as a present from you and my brother Jean François, which he has given us by your order. I thanked you for it at the time, and I here renew my thanks to you, in protesting to you that I do not forget the services which you have rendered to me; after what you have done for me, how could you believe that I had spoken improperly (gossé)? If the public have spoken, it is painful to me that it should be believed it came from me. I may have known that some talks took place concerning the four thousand dollars received by Jacques, as disinherited by our brother; and if Jacques has boasted of it, I am certainly ignorant of it—however, I can hardly believe it. A house in Geneva had offered me for that succession eighty thousand francs, but, not to disoblige you and Jean François, I have not done it; moreover they lost entirely their time. I never would do it since you were in that country; I did not want to employ strangers, since you were on the spot. I am satisfied every time you write to me. Since you loved me, I do not see that I have done any thing to cease to merit it; therefore do procure me that pleasure, and be persuaded that I am much gratified to hear from you, especially having been so long separated, and without seeing you. My husband thanks you for your good remembrance of him; he presents you his respects, without forgetting our two daughters, and Boccou. In the agreeable expectation of your good news, I write you to continue to keep well, and to believe that I am your devoted sister.

(Signed,) PERONNE PARGOUD, née GIROD.
(Dated,) L'hopital, the 6th October, 1827."

6th. The letter, to which the above purports to be an answer, did, as these defendants do believe, convey some bitter reproaches to the said Peronne Bernardine, widow Pargoud, respecting her conduct and conversations or language towards Nicolas Girod, respecting the succession of the testator; for, in the draft or copy of a letter from the said Nicolas

to Jean François, his co-executor, which these defendants have in their possession, dated New Orleans, November, 1826, the following passages are found, in the French language; which, being translated into English, say: Besides, who can know what more will our relations do, who believe that I am a rogue? I, who lost upwards of forty-five thousand dollars, which I have caused to be stricken off my account with our deceased brother—such as my own half of the three cargoes of the Success, the proceeds of my adventure with you; which, against my orders, you have handed to him five or six thousand dollars, which I have carried to the north. You must remember that my first account amounted to upwards of eighty thousand dollars, which I caused to be reduced to about forty-two, in order to leave something to our unfortunate but very ungrateful relations, whom I have always supported and assisted. I shall forget them all. I have received three letters from co-heirs who complain that they have not received what they were entitled to when they gave their acquittances, without seeing the account presented to the court of probates. I should be more than surprised if that was true. On receiving my letter you will oblige me by sending the account to Mr. Lathuile, notary at Thone; then each of them will have it in his power to ascertain whether he has received what came to him. What does signify the passion in which Peronne seems to be on the subject of three thousand francs, instead of ten thousand francs, which, she says, had been promised her to keep her tongue about our accounts? If you know of any error, write it to me, that I may remit my half. All this is not very clear for me. I have a right to require from you that you shall forthwith deposite the original account with Mr. Lathuile, otherwise I shall send three copies by three different ships, &c. For the last time I will write to Peronne, (meaning widow Pargoud,) in order to discover the famous secret on the subject of our transactions, which secret she pretends you have bought from her for ten thousand francs, of which she has received three thousand only. If you had not somehow wronged our relations, which I want to discover, how could you promise her such a large sum of money to hold her tongue. I cannot bear the idea that I should have cheated them." 7th. Some time in the year 1827, the said Nicolas Girod received from his said brother and co-heir, the priest, a letter, dated the 8th of August, in which the said brother, the priest, acknowledged the receipt of one of said Nicolas Girod, handed to him by the said Pargoud, son of Peronne Pargoud, who had gone from here to Europe, and in which is found, what is hereinafter translated from the French into the English language, as follows, to wit: "If you have to complain of having been maltreated on account of the succession, your complaints are absolutely out of place, if they are meant to bear against me, who have meddled with nothing, or against Jean François, who, in that circumstance, resembled the dead deer when they make the *curée;* (meaning when that part of it destined to the hounds is presented to them;) and if you had been in his place, with that natural disposition which you have inherited from our good mother, and your great fortune, you would not have got out so cheap; for I cannot say all without men-

tioning again the complaints from many about the succession, (meaning the succession of Claude François,) who did not spare you any more than him. So my dear friend and brother, believe your younger brother, who begs of you no more to think of that, and not to make him answerable for it."

8th. On the 20th of November, 1835, the said Peronne Pargoud addressed to her said brother Nicolas another letter, signed with her own name, and with her own hand, in which she first acknowledges the receipt of one from him, handed to her by her son aforesaid,) who at that period had gone again from here to Europe,) dated the 20th day of May preceding, and then says, in French, what is herein translated into English, to wit: "Being without any news from you for such a long time, and not knowing the cause of your silence respecting me, I can assure you that I have not changed since the death of our good mother, and that an illegitimate interest has never been my principle. You believe me guilty towards you, or at least with our brother Jean François, since you complain about certain arrangements which we were to make together on the subject of ten thousand francs, to marry my daughter; I have learned that, and I have seen that it was a mere invention of the priest—he alone has been the first to speak of it, and to write it to Jean François; his intention was, I believe, to sow discord between my brother and me, and he had succeeded. I will remain silent as to his conduct concerning me, out of respect for his memory. I confess to you, sincerely, that I have made no engagements with our brother; I have received fifteen thousand francs, as our sisters have, the children of Claude Marie have received as much, . . . &c. If our nephews and nieces had to complain, I would have more reason than they for it, for Jean François send them every year to assist them; my two daughters never receive any thing. However, I do not regret that our brother should send some relief to our nephews and nieces. Our brother Claude François, you will remember it no doubt, had written to me; he desired to have me near him; you did not advise or counsel me to cross the sea; I have followed your advice. After his death, being one of his heirs like the others, a merchant of Geneva came here to see me, and solicited me to sell him my share, and desired me to ask of the other heirs to sell to him also. As they all followed pretty well my counsels, I wrote to them not to do it—that you and Jean François would certainly send us our shares without our treating with a stranger. You may judge if I have followed your advices. This last spring I have, as well as all the other heirs, received a letter from a lawyer, residing in your city, who asked me to sell, and my procuration to sue you and our brother Jean François about the succession of our brother Claude François. I have not answered him, and I have even advised some of our relatives to do like myself, and some of them have been so foolish as to say, that there was an understanding between me and you, and Jean François; you may judge if it is true. . . . . I have spent some agreeable days during the stay of my son and his family here; I have appreciated how much he loves me, and his attentions and those of his wife

to me; I believe him to be tolerably well off, but, as you write, he has a family. Do not believe that there is any understanding between myself and Jean François against you; I can assure it to you, for you force me to confess that, with our co-heirs, I have constantly defended your cause," &c.

9th. Nicolas Girod has always been a man of benevolent dispositions; he has generally been charitable, and has constantly been the supporter of his distant relations; the evidence of which is contained in letters which are in the hands of these defendants, to wit: One from him to his niece Philippine Poidebard, the wife of Nicoud, sending to her one thousand francs for the education of her children, dated 1st of May, 1830; one from said Philippine Poidebard to him, dated 24th July, 1830, acknowledging the receipt of his letter of the 1st of May, and thanking him for what he sent to her, as for a favor to which she had no right; one from Rosalie Poidebard, his niece also, dated the 8th of May, 1828, in which she says to him, that she and her husband have known how to employ profitably what he had previously given them, and that they frequently remember the liberal hand from which they have had the same; one from Madame Rivolet, another niece of his, dated 15th of August, 1833, thanking him for all the good he has done to and for her; one from François Sylvestre Poidebard, a nephew of his, dated 1st June, 1831, in which he thanks him for all he has done for his family, speaks of fifteen thousand francs, divided among his brother and sisters, from the succession of Claude François, and recommends himself to him.

The same liberal and benevolent dispositions is evidenced also from the donation made by the said Nicolas Girod to the Female Orphan Asylum here, which donation, the complainants are so far from being disposed to concur in, or even to approve, that they now claim the value thereof, which value they, in their said bill of complaint, do most extravagantly state to be of one hundred thousand dollars at the date of the said donation, when they must know that it was at most worth twenty-five thousand dollars.

The same liberal and benevolent dispositions is evidenced also from these circumstances, which these defendants say and aver to be true, and shall in due time prove to the satisfaction of the court, to wit: On the eleventh of November, 1833, the said Nicolas Girod made a gift to her, said niece Philippine Poidebard, widow Nicoud, of the sum of three thousand two hundred and forty francs, which he sent to her in a draft of Mr. Mager, a merchant of New Orleans, upon the house of Gros, Odier, Roman & Co., which was cashed by the house of O. J. C. Davilier & Co., to whom the same was addressed, and afterwards received by her. On the 30th of March, 1834, he made another gift or present to the same niece, of the sum of twenty-two thousand francs, equal to four thousand dollars, in a draft or bill of exchange, which was by him addressed to the same house of O. J. C. Davilier & Co., and by them cashed, and the amount remitted to and received by her—all which above stated acts of benevolence, these defendants do believe, speak and

depose loudly against the charges of fraud so freely and unmercifully laid against the said Nicolas Girod, after his death, by the complainants; and which letters from Madame Peronne, widow Pargoud, and from Nicolas Girod to her, and to his brother and co-executor, Jean François Girod, and those from his brother and co-heir, the priest, must necessarily lead to the belief and conviction that, as is stated above by these defendants, when the above alluded to act or acquittance was signed by the said Peronne, widow Pargoud, she was well informed of all and every thing that had passed, been done or transacted here, of, about, relative to, and concerning the estate of her deceased brother, Claude François Girod.

And these defendants further answering, say, that the said acquittance, to wit: the said act of the tenth of November, eighteen hundred and seventeen, passed before Jacquet, a notary public at Annecy, and at and in which act she was assisted and authorised by her then living husband, contains, and is a perfect and absolute receipt of the sum therein mentioned, and a just and valid discharge in favor of the said testamentary executors, for the full and entire payment of the hereditary share which the said Peronne Bernardine, widow Pargoud, might claim in the succession, *(mobilisé)* sold and converted into money, as stated in said act, of her brother Claude François Girod; that the same is binding upon her in equity as well as in law; the same having been granted by her, assisted and authorized by her said husband, and with a clear and perfect knowledge and understanding of the true situation of the affairs of said succession, and freely and deliberately, and not from the effect of any false or fraudulent representations by the said executors, or any of them, made to obtain the receipt and discharge in the said act contained, as is falsely and wrongfully alleged in the said bill of complaint, on the part of the said Peronne Bernardine, widow Pargoud, whose present claim these defendants here plead, is, and ought to be thereby forever estopped.

And these defendants further answering do say, and do sincerely and verily believe, that the above mentioned allegations of false and fraudulent representations and concealment, contained in the said bill of complaint, are a mere fable or fiction, invented by the said complainant, Peronne Bernardine Pargoud, after the death of her uncle, Nicolas Girod, who never had any direct transactions with her in his lifetime, respecting the succession of their brother, the testator, and whom, in her correspondence with him above mentioned, and which will be proved, she, during his said lifetime, professed to be devoted to, and whose defence she wrote to him she had always taken; that the object of said fable or fiction was, as much as in her power it could be, to weaken and even to destroy the effect which the aforesaid legitimate and obligatory acquittance and discharge must inevitably produce; and with a view, even, at the expense of the reputation of a justly esteemed and respected brother, to obtain if possible, more than after his will, (the will of Nicolas Girod,) she could lawfully claim, pretend, or be entitled to receive.

And these defendants further answering, do say, that widow Adam,

one of the complainants, (who pretends to have no recollection of having ever signed any document or paper, of the tenor or effect similar to the one signed by widow Pargoud, viz: the act of acquittance passed at Annecy, before Jacquet, notary public, on the 10th of November, 1817,) ought to, and probably will, after seriously taxing her own memory, recollect the following fact, which the defendants here do state and aver to be true, and will be able satisfactorily to prove, viz: that on the same eleventh day of November, 1817, before the same Jacquet, notary public, at the same place of Annecy, she, with the consent and authorization of her then living husband, Philip Adam, did execute and sign an act and acquittance, in every respect similar to, and of the same effect and tenor, as the mentioned act and acquittance of her own sister and complainant, widow Pargoud. Therefore, and for the same reasons, facts and circumstances, afore stated, respecting the act of her sister, and her said sister's knowledge of the true situation of the affairs of the succession of Claude François Girod, (which the said widow Adam then and there well knew and was really in possession of,) these defendants do hereby plead the said act, and the acquittance therein contained, as a bar and estoppel for ever, to the present claim of the said widow Adam.

And these defendants further answering do say, that after such a long time as elapsed between the date of the said act of acquittance and the death of said Nicolas Girod, to wit, twenty-four years, the above named son of the said Peronne Bernardine Pargoud, being from the year eighteen hundred and nineteen, as these defendants do believe and aver he was, a resident of the State of Louisiana, (during which time he made two voyages at least from here to Europe, prior to the death of said Nicolas,) none but an incredibly credulous man can admit as possible, that the said Peronne Bernardine Pargoud could have been, and remained ignorant of the true situation of the affairs of the succession of said Claude François Girod, and that she should have been kept in that incredible ignorance up to some time previous to the death of said Nicolas Girod. The defendants here beg leave to remark, that if the said Hypolite Pargoud, as every one will suppose and admit, and as his said mother herself stated, in one of her letters above mentioned, did love his said mother, it is impossible to believe or admit, that active and intelligent as he seems to be, and really is, and being a man of business, as these defendants believe and know him to be, he should never have enquired in this country, either at the parish of Assumption, or at the city of New Orleans, into the true situation of the affairs of the succession of his said uncle, Claude François Girod, and obtained all the desirable informations from the public records of, and kept in, our courts of justice above mentioned, respecting the adjudications and sales of the real property, slaves, and other effects of the said succession; nor can it be supposed or imagined, and much less seriously and firmly believed, that after having acquainted, as it is more than probable he did acquaint himself, with all and singular the proceedings had in this city, as well as at the parish of Assumption, he, in his correspondence with his said beloved mother, or during his stays at her own

house in his native place, in his two voyages to Europe afore stated, should never have imparted the information and knowledge by him most undoubtedly acquired in this country, concerning the whole of said proceedings.

And these defendants do here state and aver, that as early as the beginning of the year eighteen hundred and eighteen, if not sooner, as far as they are credibly informed, and do verily believe, and expect to be able to prove, all the heirs of the said Claude François Girod, in the Dutchy of Savoy, knew, and were perfectly well informed, that Jean François Girod, and Nicolas Girod, had bought, and were in possession of, all the plantations, slaves, and lands, situated in the parish of Assumption, and on the bayou Lafourche aforesaid, a circumstance which the said Hypolite Pargoud must have inevitably been made acquainted with, and by him communicated to his mother, Peronne Bernardine Pargoud, a short time after he arrived in this State, inasmuch as he was brought here from his native country, by his uncle, the said Jean François Girod, who had taken him under his special protection, whose confidence he has always enjoyed, and still possesses, and with whom he has almost constantly been living, at Washitas, up to the time that the said Jean François left this State, and went to, and fixed his residence in Paris, in France.

These defendants do also state and aver, that as early as the beginning of the year eighteen hundred and eighteen, if not sooner, as far as they are credibly informed, and expect to be able to prove satisfactorily, all the heirs of the said Claude François Girod, in said Dutchy of Savoy, knew, and were particularly well informed, that Nicolas Girod had bought, and was in possession of, all the faubourg and city property aforementioned, which circumstance, for the reasons just above stated, the said Hypolite Pargoud, must have been, and really was, well acquainted with, and must naturally have communicated to his said mother, shortly after his arrival in this State, which was, it is believed, in the year 1819; the said Hypolite Pargoud having, during the time just above alluded to, frequently visited the city of New Orleans, and his said uncle, Nicolas Girod.

And these defendants further answering, do say and aver, and expect they will be able satisfactorily to prove, that as early as the year eighteen hundred and twenty-one, in the little town of Thones, in Savoy, the native place of the said Claude François Girod, where Rosalie Girod, widow of Philip Adam, one of the complainants, and Josephte Thérèse Girod, widow Quétand, and all her children, and Jacqueline Poidebard, wife of Marie Rivolet, did then live, reside, and have their domicils, it was publicly and generally known and spoken of, among all the population of the said town, which population did not then exceed, and perhaps has not since exceeded, one thousand souls, that Jean François Girod, and Nicolas Girod, had bought all the estate of their deceased brother and testator; that, at that period, and for many years thereafter, it was very frequently the subject of conversation, in almost all the families of that said town, wherein it was commonly, publicly, and loudly

said, that the said Jean François Girod and Nicolas Girod had had all the said estate adjudicated to themselves, for less than one half of its value, and had thereby cheated their co-heirs of at least the said half of its real value, and that, then and there, it was a common and public talk among all the people of that town, that the said co-heirs would certainly sue the said Jean François and Nicolas Girod, to recover the said estate. That, at the same period, and in the same place, the said Rosalie Girod, widow of Philip Adam, and the said widow Quétand, were frequently heard to complain about what they had received from the said executors as their shares of the testator's succession, stating that they had been cheated (*volées*) by them. That the said Jacqueline Poidebard, widow Rivolet, held the same language, sometimes in, and sometimes out, of the presence of her said aunts, widow Adam, and widow Quétand, and frequently said, as all the people then and there said, as above stated, that her uncles, the said testamentary executors, had had all the property of Claude François Girod's estate adjudicated to themselves for less than one half of what the same was worth. These defendants therefore say, and allege, that ever since the day on which the said acts of acquittances were passed, or shortly thereafter, to wit, from at least the beginning of the year eighteen hundred and eighteen, the said complainants, knowingly and intentionally, and with a view to make themselves richer, in securing as much as they could for themselves, the good graces and favors, if not of both the said testamentary executors, at least of Nicolas Girod, whom they knew to be old and unmarried, and to have neither ascendants nor descendants, and who, they expected, would, at his death, leave to them not only what he might, at such a time, still have in his possession, from the succession of Claude François Girod, but all the other property, of every sort, that he might be the owner of, have suffered their pretended rights and claims, and all the rights and claims, for the recovery of which their bill of complaint has been presented and filed in this honorable court, to lay dormant; inducing the said Nicolas Girod, not only from their silence, but also from their correspondence, to believe that they were satisfied, and that none of them ever would, in any manner, trouble him, or any person after him, about the succession of their brother, the said Claude François Girod, or about any piece of property left by him at his death; and by the said means, inducing him also to dispose, just as his well known benevolent habits might prompt, or lead him to dispose of, any part of his fortune.

And these defendants, further answering, do say and aver, that it was only after his being fully persuaded, from the silence and correspondence of the complainants, and from the conscientiousness of having, by proper, legitimate, and honest means only, acquired all and every part of [the] property which he was in possession of; that he improved both the town property and the plantation that formerly belonged to Claude François Girod, the testator, and made to the Female Orphan Asylum the donation mentioned in the said bill of complaint; which, as a man of sense, he would otherwise have abstained from. These defendants are led to form and express this opinion, and state the facts upon which it is

based, from a sincere conviction that the said Nicolas Girod, who, these defendants say, was, in every respect, a man of great firmness and independence, would have made every sort of reasonable and just sacrifices, rather than submitting himself, directly or indirectly, to labor all his life as a slave for the exclusive benefit of sisters and brothers, nephews and nieces, to whom nature might induce him to tender a benevolent and charitable hand, but who had, in law or equity, no claim, either upon him, or upon the fruits of his industry or labor.

And these defendants do further say, and do verily believe, that if, at and from the time the said complainants, and all the other heirs did, as these defendants here do aver they did, receive their respective shares of the estate of the testator, Claude François Girod, they had not known and believed, that before, and at the death of the said testator, Nicolas Girod himself was richer than the said testator, (as these defendants do believe, and here aver he was,) they would not have laid, or suffered what they now affect to consider as their legitimate rights in the succession of said Claude François, to lay dormant; that, by their long silence and inaction, which were the effect of cupidity and illegitimate speculation, they have forfeited any claim which they might otherwise have had to the protection of the law, and have violated themselves those principles of equity which they now implore or invoke. For these defendants do hold it to be a sound maxim of natural justice and equity, that no man shall be admitted to make himself richer at the expense or detriment of another; and that these defendants do therefore say and plead, that, from all the circumstances and facts which are above stated, and which they, as they seriously expect, will be able to prove, and also from what the complainants themselves, in their petition amending their said bill of complaint, have alleged and confessed, there is no principle or rule of equity by which their said complaint and claim can be supported, and that, by the laws of the State of Louisiana, their said claim is forever barred by prescription, for this, to wit: The said acts of acquittances, which these defendants again do contend are valid, and obligatory, and binding on the complainants, are in themselves acts of partition, and that in admitting, what is again denied, that fraud or misrepresentation, or fraudulent concealment presided at the said acts, no action can lie, to have the same rescinded or annulled, unless brought within ten years from the day on which said fraud or concealment, or fraud of any kind was discovered; and upon this ground, also, the said complainants' bill of complaint ought to be dismissed with costs.

These defendants moreover say, in addition to what precedes here, that the following allegation, which is contained in the third amendment of the complainants' bill aforesaid, to wit: "That the executors studiously aimed at keeping the complainant, Peronne Bernardine Pargoud, and Rosalie Girod, widow Adam, in ignorance of the real nature of the transactions, by them explained in said bill, and easily succeeded in so doing, owing to their absence, their sex, their want of acquaintance with business, advanced age, and unlimited confidence in their said brothers, who were their only attorneys in fact, and representatives in the United

States, and on whom they relied for the final and faithful settlement of the estate of said Claude François Girod," is totally unfounded, and perhaps stands already sufficiently answered. But these defendants will, if necessary, further answer:

1st. That if any one of the two executors did, in any manner, aim at keeping the complainants in ignorance of the real nature of the above alluded to transactions, it cannot, consistently with truth, be said that Nicolas Girod did it; that such a charge ought to fall upon Jean François Girod alone, who is the only one who ever did see and transact any business relative to Claude François Girod's estate with the oratrixes and complainants, Peronne Bernardine Pargoud and widow Adam, since the death of said Claude François Girod. These defendants denying that the said Nicolas ever intended, in any manner, or by any means whatsoever, to conceal any thing from the said widow Pargoud or widow Adam, or from any other of his co-heirs; and alleging, on the contrary, that the said Nicolas Girod always acted in good faith, and sincerely believed, that all the transactions that had taken place in this State, concerning the said testator's estate, were correct, legal, fair, and free from any sort of reproach.

And further, these defendants do say, that they cannot believe that the charge thus made upon and against both the said executors, are seriously and sincerely made by the said oratrixes and complainants, when they reflect, that in their said printed bill of complaint, page 24, the said oratrixes and complainants do "expressly renounce all claims against the said Jean François Girod, for the moiety of the rents, and profits, and prices, and interest which was received by him;" which renunciation, these defendants believe, and do say, was made and dictated with and by the same spirit of speculation and cupidity which has presided at, and influenced the determination on the part of the said widow Pargoud and widow Adam, to bring their claim, and file in this court their bill of complaint, nominally, against both the said executors, and in reality against Nicolas Girod's estate alone, through well founded apprehensions that, by irritating said Jean François Girod, they would expose themselves to lose their chance of inheriting from him, the said Jean François Girod, who, these defendants say, as they do believe, and here aver it as true, is an old bachelor, has an immense fortune, has neither ascendants nor descendants, and has no other heir of kin than the said complainants and some other collateral relatives; the said widow Pargoud, and the said widow Adam, well knowing besides, that if they can succeed here in the present suit against the estate of Nicolas Girod, the said Jean François Girod may easily be pacified, provided he be not made to disburse any money, by the simple reflection, that if they embraced him in their allegations of fraud, concealment, violation of duties, and breach of trust, they were, for the sake of form and regularity in proceedings, obliged to do it, and thus to couple his name with that of Nicholas Girod, in their bill of complaint, as a mere matter of form.

And as it respects the sex, absence, want of acquaintance with business, advanced age, &c., these defendants say, 2dly, That both the said

complainants were, as above stated, accompanied and assisted by their husbands, when, after the death of the said Claude François Girod, they executed and signed the acts of acquittance above mentioned; that at the time the said Claude François Girod died, and for many years thereafter, their said husbands lived, and continued to live, who cannot be presumed to have been as destitute, as they say they themselves were, of acquaintance with business; that the well known duties of husbands to their wives, cannot allow common sense to presume that their husbands could neglect to take all necessary informations, and the same to communicate to them, respecting all the transactions which the said complainants alluded to in their allegation above noticed.

3dly, That if they were absent from this country, that is to say, if they lived in foreign parts, and had never been here, nothing prevented them to cross the Atlantic and come to Louisiana; and besides, there was here, in the State of Louisiana, the son of one of them, to wit, Hypolite Pargoud, the nephew of the executors, living with one of them, acquainted with business, skilful and intelligent, as these defendants do again aver he was, and still is, who cannot be supposed to have left them in ignorance of the real nature of any of the transactions, particularly when it is known, and natural to believe, that, as she herself says, in one of her above mentioned letters, he loved her, he being most seriously and directly interested in being thoroughly apprised and informed of the whole of the said transactions, and of the true situation of the affairs of the succession of Claud François Girod, as forced heir of his said mother; and particularly when it is also known, that at two different periods, he, the said Hypolite Pargoud, to wit, in the year 1827, and in the year 1835, did go from here to Europe, and there did stay for some time with his said mother Peronne Bernardine Pargoud, as these defendants here again aver he did.

4thly, That in 1817, 1827, 1835, the said oratrixes and complainants were certainly less advanced in age than they were "sometime previous to the death of the said Nicolas Girod," when they pretend, and God knows with what foundation in truth they allege, that "their suspicions were excited by indirect informations."

And these defendants further say, that if (as they do not intend to deny it was possible) a merchant from Geneva did offer to buy the said Peronne Bernardine Pargoud's share in the succession of Claude François Girod, for eighty thousand francs, some short time after the death of said Claude François, as she wrote it in the first or oldest of the two letters to Nicolas Girod, above transcribed, nothing is more probable than that her suspicions must have been very strongly excited, when, after that offer, she received only fifteen thousand francs for her said share, from the hands of her brother Jean François, to whom she gave, as above stated, a receipt or acquittance in full, for all her claims, rights, and pretensions in the estate of the said Claud François; and yet, as these defendants do here beg leave to remark, in that very letter to her said brother Nicolas Girod, dated the 6th of October, 1827, evidently written in reply to one of his own, in which he addressed her some reproaches,

she does not even complain to him of the comparative smallness of the sum she had received for her share in the year 1817.

And proceeding, at present, particularly and explicitly to answer to the following statement of the complainants, contained in the third amendment by them made to the original bill of complaint, that "although some time previous to the death of said Nicolas Girod, their suspicions were excited by direct information, still, the advanced age of said Nicolas Girod, the circumstance, that being unmarried, he had no other heirs of kin but those who were at the same time the heirs of Claude François Girod, the consequent probability that, either by not making a will, or by making a will in their favor, he would repair the injury which, by his former illegal practices, he had inflicted upon them, and the reluctance of your oratrixes to reflect on the conduct of, or to become engaged in law-suits with, a near relative, as long as there was a hope that they would be indemnified by him, or out of his estate, together with the difficulty of obtaining, in their situation, accurate and precise informations, were the principle causes why this bill was not sooner filed."

The defendants do answer and say, first, that this statement is the most complete proof that these defendants, under any circumstances, could adduce, of the true principles and spirit by which the complainants have been actuated and governed in the whole of their conduct, from, and ever since the time of the offer, which they say was made by the merchant of Geneva, to the complainants and their co-heirs in Europe; and from and ever since the subsequent acts or acquittances, made and executed there, before the notary Jacquet aforementioned; and in all the correspondence of the said complainants and co-heirs, and particularly of Madame Pargoud, to wit, principles of duplicity, or mental reservations, repugnant to real honesty, good faith, or equity, and spirit of speculation and deception, adopted and carefully followed in practice, with no other than the reprehensible view or views, to induce the said Nicolas Girod to believe, and be firmly persuaded and convinced, that they were perfectly satisfied with all the transactions of him, the said Nicolas Girod, and his co-executors, and with what they, the said complainants, had received from them for their respective shares in the estate or succession of their common brother, the deceased Claud François Girod, and consequently, that they had nothing more to claim; whilst, in the bottom of their hearts, the said complainants were irrevocably bent and determined upon suing, if not Nicolas Girod himself, at least his succession, and every person or persons, under whatever name they might be known, and in whatever capacity they might be found to be in possession of the property, of any kind, that had belonged to the estate of Claude François, if the said Nicolas Girod happened to die after making a will that would not suit their ambition, avarice, or cupidity. All which, these defendants say, is contrary to good morals, common honesty, justice, and equity.

Secondly, that what is contained in the said third amendment is, and may fairly be considered, in a court of conscience, as evidence of an approval and ratification of all that had been done by both the said tes-

tamentary executors, jointly and separately, in this, the State of Louisiana, and elsewhere, respecting the sales and purchases of the estate of their deceased testator, subject only to a certain condition or contingency, to wit: "That by making no will, or by making one in their favor, he would repair the injury which (as they are pleased now to say) he had inflicted upon them."

And these defendants now do aver, that when the said Nicolas Girod made the will mentioned in the said bill of complaint, his property, including what had formerly belonged to the estate of Claude Frangois Girod, deceased, as aforesaid, could fairly be estimated, and indeed was, by him, estimated at one million and eight hundred thousand dollars, which, after deducting seven hundred and ten thousand dollars, the amount of the legacies made in the said will, if he had died shortly after making said will, would have netted at least one million of dollars to the complainants and their other co-heirs; all which facts these defendants do believe and aver, were perfectly well known to the said complainants, or at least to widow Pargoud, whose son above named, before, at, and after the death of said Nicolas Girod, was a citizen and resident of this State, and in this State was, and still is, the agent and attorney, in fact, of the said widow Pargoud; the said son (Hypolite Pargoud,) having frequently, in the said capacity, declared to several persons here, that as soon as his uncle Nicolas Girod would die, he would institute a suit of the nature of the one now before this honorable court.

That, when the said Nicolas Girod died, that is to say, about three years after the date of the said will, notwithstanding the until then unheard of, and really alarming and deplorable decrease in the value of property of every sort in this country, the estate left by him, according to a moderate estimation then made, was still worth upwards of eleven hundred thousand dollars, and would, as these defendants aver and will prove, have produced that amount, if the same had then been sold; which, after paying off the said legacies, and all indispensible costs and expenses, would have left to the said complainants and co-heirs, a net sum of at least three hundred thousand dollars, which most undoubtedly would have been more than sufficient to repair the injury pretended to have been inflicted upon them by the said Nicolas Girod's pretended illegal practices, and accomplished the condition of the aforesaid approval and ratification; and most conclusively prove that the said Nicolas Girod did not make his said will, nor did he die, with the remotest idea or intention of disinheriting, or in any manner depriving the complainants of any right or claim in, upon, or against him, or his succession, if any they had, or could have, either from the law of nature, or the laws of man, as his heirs.

And now these defendants do further aver, that since the death of said Nicolas Girod, and since the date of the inventory of all the property he was then found in possession of, the decrease in the value of the said property, and indeed of every property of the same kind in this State, has been, and is still going on at a most frightful rate or degree; so much so, that the whole, if now inventoried and fairly appraised or estimated,

de novo, would not amount to more than about three fifths of the value and prices at which the same has been estimated shortly after his death; and certainly, if sold now, would hardly sell for six hundred thousand dollars; showing at once, in a manner that cannot be denied or contested, that, if the said complainants do not (and these defendants are confident they cannot, under any circumstance or event,) finally receive what they would have received, had they not instituted the present suit, such result will be entirely owing to their excessive ambition, not to repeat avarice and cupidity, and will have unjustly turned to the great detriment and prejudice of these defendants, who, from what precedes, contend that the complaints of the said complainants, as contained in their original bill aforesaid, are, as well as all their allegations of fraud, concealment, illegal practices, &c., destitute of every sort of true and equitable foundation, and that even on this ground, were it the only one favorable to these defendants, the said complainants' bill ought to be dismissed, with costs; these defendants further contending that, as the condition of the aforementioned ratification has been complied with in the manner above stated, and that, if the complainants cannot ultimately recover what they would, or might fancy to be equal to the injury they allege to have been inflicted upon them, it is entirely and exclusively attributable to their own fault, the effect of their excessive covetousness and rapacity, and the said ratification is binding upon them all, and so must be by this honorable court finally decreed.

These defendants further answering, do say, that they cannot persuade themselves that the complainants ever could hope to succeed in making them, or this court believe, that if their bill aforesaid has not any sooner been filed, it could be principally, or in any manner, owing to what the complainants are pleased to call their reluctance "to reflect on the conduct of, or to become engaged in lawsuits with a near relative;" nor do these defendants admit or believe, that there was any "difficulty" in the way of the complainants, in obtaining, in their "situation," accurate and precise information; and as it may be proper here to assign the reasons upon which the just expressed opinion is grounded, these defendants here beg leave to state that, in their humble conception, he who does not hesitate in charging a dead person, such as an eldest brother, with breach of trust, violation of laws and duties, fraud and illegal practices, nor in thus stigmatizing him and inflicting on his name and reputation an indelible, odious stain, cannot, consistently with plain reason and common sense, be supposed to have ever felt that pretended reluctance, or to have been thereby for one single moment deterred from his interested or covetous purpose, especially, when during twenty-six long years and upwards of the life of said dead brother, as was the case in the present instance on the part of the complainants, the accuser or accusers constantly professed, in their letters to him, to have loved, esteemed, and respected him. These defendants do thus express themselves from a deep conviction that there may sometime be something laudable in the conduct of a person who boldly sues an unjust brother, in his lifetime, when he can defend himself; but that there is a total want of generosity and honorable feel-

ing, not to say worse, in waiting until he be dead, and returned to mere dust, to attack him and his memory for the only purpose of obtaining more money, or property, than otherwise could be obtained out of his succession; such proceedings or conduct, these defendants verily believe to be altogether contrary to good morals, and to every principle of humanity, and every rule of justice or equity.

Nor can these defendants admit that, as it respected the complainants, and widow Pargoud, one of them, especially, there could be any more difficulty during the life, than after the death of Nicolas Girod, in obtaining, "in their situation, accurate and precise information" as to every thing that was done in this State, after the death of Claude François Girod, by his said testamentary executors, of, about, or concerning the property and estate of the said testator; inasmuch as the said Hypolite Pargoud, the son of said widow Pargoud, and nephew of the other complainant, was, and still is, from the year 1819, a resident of the State of Louisiana, and was, in the first capacity, and as forced heir of his said mother, greatly interested in taking and procuring, and it is firmly believed, did take and procure, as above stated, all the most accurate and precise informations that could be desired to be obtained; in short, all and singular the informations upon which the complainants appear to have made up their mind, in order to bring, as they now have brought, their said complaint before this honorable court; from which undeniable circumstances it must be inferred and believed, as these defendants do most sincerely believe, that the said third amendment is a mere fable and fiction; artfully tissued for the only purpose of preventing, if possible, the necessary application to the complainants' claim, of all those sacred principles of natural justice and of equity upon which the laws of the State of Louisiana are founded, which do not allow any person or persons to suffer a certain number of years, to wit: ten years to elapse, since the discovery of any vice of fraud and deceit, or of nullity, without bringing their claims to a proper test before courts of justice. But these defendants, in the well founded hopes, that the final decision or judgment by which the present controversy is to be settled, will be so made as to disappoint the unjust expectations and iniquitous calculations and specu lations of the complainants, do here again plead, that the said complainants' claim is barred by prescription and ought to be dismissed with costs, not only in accordance to the laws of the State of Louisiana, but also in conformity with the rules and principles of equity by which courts of conscience in these United States are governed.

And these defendants here beg leave to state and allege, that all the proceedings and transactions which have been had in this State, since the death of Claude François Girod, in relation to his succession, or shewing in what manner the affairs of said succession have been conducted, and what disposition has been made of the property of all sorts composing or making part of the same, were and are matters of public, judicial, and notarial records, to which at all times, all and every person desirous of getting correct information respecting the same, could have, and had, free access, and of which the most authenticated copies could at any time be

had; and they do therefore, say, that nothing could, in their humble conception, prevent the complainants from applying to those most accurate sources for information, if not during the time that war existed between the United States and Great Britain—(when, up to the time that peace was concluded, the communications between this country and the Dutchy of Savoy, in Europe, where the complainants resided, were extremely difficult,) at least from the time the said peace was restored; and these defendants do therefore, insist, that if it could be true that the aforesaid Hypolite Pargoud, never gave to his said mother the information which she was so deeply interested to obtain, respecting the situation of the affairs of the aforesaid succession, and the manner in which it had been managed and conducted, and the persons to whom the real property of said succession had been adjudicated, and those into whose hands the same was afterwards conveyed or transferred, (which these defendants do verily believe, no person of unbiassed mind will admit to have been possible,) nothing but the grossest negligence on the part of the said widow Pargoud and her co-complainant, could keep them in ignorance during upwards of twenty years of the alleged facts upon which they have grounded their claim, contained in their said bill of complaint; and that their residence in foreign parts can, in no manner, be admitted as a sufficient legal excuse for not having brought their said claim before the time within which the laws of Louisiana did allow them to bring the same, nor can the said excuse be received in order to prevent the said claim from being barred by prescription or limitation.

And these defendants further answering, do say, that from their own shewing in their said bill of complaint, the complainants ought not to obtain, what in their conclusions and prayer they ask and demand, for this, to wit: that by and according to the laws of the State of Louisiana, which were in full force when the above named Nicolas Girod departed this life, and under which the said complainants and those of their co-heirs on whose behalf they do complain, were made the legal heirs of said Nicolas Girod, it is provided, "that no one can be compelled to accept a succession, and may therefore accept or renounce it; that he who has power of accepting the entire succession cannot accept it in part; that the effect of the acceptance goes back to the day of the opening of the succession; that a succession becomes open upon the death of the person; that the simple acceptance of a succession may be express or tacit; that it is express when the heir assumed the quality of heir in an unqualified manner, in some authentic or private instrument, or in some judicial proceeding; that the effect of simple acceptance, whether express or tacit, is such that, when made by an heir of age, it binds him to the payment of all the debts of the succession, and personally to the payment of the legacies made by the testator." By, and according to the said laws, it is also provided: "that the renunciation of a succession is not presumed, and must be made expressly by public act before a notary in presence of two witnesses; that he who is called to a succession, being seized thereof in right, *(pleno jure,)* is considered as heir, as long as he does not manifest the will of divesting himself of that

right by renouncing the succession." And now, in point of fact, these defendants do here state and allege, that the said complainants have neither of them renounced the succession of said Nicolas; that, on the contrary, they in their said bill of complaint, to wit: at page twenty-three of said printed bill, have unqualifiedly taken and assumed the quality of heirs of the said Nicolas Girod, in the manner and form following; that is to say, in saying, as they have said, at the said page of their said bill of complaint: "And your oratrixes further allege that the said will, (meaning Nicolas Girod's last will,) contained no bequests other than those above recited, (meaning the legacies in favor of these defendants and some other persons,) and no other testamentary dispositions whatever; that the said Nicolas Girod had never been married, and left neither ascendants nor descendants, and his sole heirs are his brothers and sisters and their descendants hereinafter named and designated, to wit: Your oratrix, the widow Pargoud, heir for one-seventh part of his succession: Your oratrix, widow Adam, heir for one-seventh part of his succession," &c., &c. Whereupon, these defendants do here contend that, to all intents and purposes, the said complainants are in law, and must be declared, heirs of the said Nicolas Girod, having, in the manner and form afore stated, expressly and unqualifiedly, and simply accepted his said succession; and as such are irrevocably bound to these defendants for the full and entire payment of their respective legacies, which matters herein last set forth, these defendants say are an estoppel to the action of said complainants against these defendants, as in their bill of complaint set forth, which these defendants plead in bar of the same, and pray the judgment of the court thereon.

And further answering, these defendants do contend and insist, that in case the final judgment of this honorable court respecting the property claimed as still belonging to the succession of Claude François Girod, should be that the same, or any part thereof, is still the true and just property of said succession, the same judgment ought to declare, and these defendants pray that it may order and decree, that the complainants are and shall, as heirs of said Nicolas Girod, be bound to pay to these defendants, out of the said complainants' respective shares in the succession of the said Claude François Girod, whatever amount may be necessary in order to complete the payment of said legacies, if, as the complainants themselves have stated, the property composing the succession of the said Nicolas Girod, after taking out thereof that part which they say belongs to the succession of Claude François Girod, is insufficient to pay the whole amount of the said legacies, with interest from the inception of the present suit.

And these defendants further answering the said bill of complaint, do say, that in case the judgment of this court should declare that all, or any part of the property left by Claude François Girod, is still the property of his succession, and in case said judgment should order an account to be rendered to the succession of Claude François Girod, of the crops and rents produced by the property thereof, said account ought to

be no other than the one which all testamentary executors are by law bound to render of their administration.

And these defendants further say, that in said account the succession of Nicolas Girod ought to be credited for all expenses which shall be proved to have been made, not only for the repairs, but also for all the additions and improvements by which the said property may have been or has been benefitted; and that the said succession ought in said account to be admitted to charge to the succession of the said Claude François Girod, all the monies disbursed by the said executors for the payment of the legacies and of the debts left by the said testator, Claude François, as also with all the debts which he owed to said executors at the time of his death, and which may be proved by judgments of competent tribunals having acquired the force of *res judicata*, together with legal interest from the moment the said expenses, additions, and improvements, debts and legacies have been respectively made and paid, and from the moment the said judgments were rendered.

And these defendants do further say, that in the event of the aforesaid account being ordered to be rendered, the said executors ought not to be charged with any sort of interest, because, by the law under which they received and took their trust as testamentary executors of the said Claude François Girod, they were, and still are, expressly declared, not to be liable to pay any sort of interest upon any funds or money which they may have, touch, or receive, for the estate which they administer, during the course of their administration.

These defendants declaring, as they here expressly do declare, that they shall be ready to render the most satisfactory account, as in their power it will be to render, of the administration of the said succession of Claude François Girod, if by this honorable court any such account is adjudged and decreed to be rendered, do here most expressly deny all, and singular, the allegations in the said original bill of complaint set forth and contained, respecting the crops, revenues, rents or profits yielded by, or received from, such property, either rural or urbane, which the said Claude François Girod died in possession of, as his own property in the aforesaid event of such a judgment, as the one alluded to, may, by said judgment, be declared to be still the property of his said succession. And these defendants do therefore reserve to themselves, and to the succession of the said Nicolas Girod, the right of disproving, by all legal and competent evidence in their power, all and every statement or proof that may be attempted to be offered on the part of the complainants for the purpose of substantiating their above mentioned allegations.

And these defendants here beg leave to state, that by pleading the acceptance of Nicolas Girod's succession on the part of the complainants, in bar of the said complainants' claim, or by the suggestions, observations, and reservations respecting a judgment that would declare any part of the property claimed to be still the property of Claude François Girod's succession, or order an account to be rendered of the crops, rents, or profits procured by his testamentary executors, these defendants in no manner intend to weaken or give up any of, and, on the contrary, do in-

sist upon all the divers grounds of defence by them set up in this their answer; and they humbly pray that all and each of those grounds may be considered as, and may have the effect of special pleas; and, as far as may be useful or necessary, these defendants do here again plead the acts of acquittance mentioned in the foregoing answer, and in the complainants' bill of complaint, and the laws of the State of Louisiana, respecting prescription or limitation, in bar of the said complainants' claim, protesting, that by said matters, so far by them pleaded, they do not confess nor acknowledge all or any part of the matters and things in said complainants' said bill contained, to be true, in such manner and form as the same are therein and thereby set forth and alleged. And, finally, they do humbly pray, that upon the whole the said bill may be dismissed with costs.

MAZUREAU, *of Counsel.*
JNO. R. GRYMES, *of Counsel.*
GEO. EUSTIS, *of Counsel.*

See page 61 for the answers upon oath to the interrogatories propounded in the amendment to the complainants' bill. M.

And now these defendants, Joseph Marie Girod, Gabriel Montamat, Antoine Michoud, Jean Baptiste Déjan, aîné, Denis Prieur, Charles Claiborne, Mandeville, Marigny, A. Fournier, E. Rivolet, Claude Gurlie, proceeding to answer upon oath, as required in the complainants' amended bill of complaint, to the several interrogatories propounded to them, do answer and say, as follows, that is to say, Joseph Marie Girod, does declare and say, to the first of said interrogatories, marked (A:) I do not know, and cannot say, upon my oath, that the testamentary executors of Claude François Girod did receive the sum of eighty-four thousand seven hundred and fifty-five dollars and forty cents, in cash, from Charles St. Felix, and the sum of thirty-five thousand eight hundred dollars, or twenty-seven thousand seven hundred dollars, in cash, from Simon Laignel; I was not in this country at the time when the estate of Claude François Girod was sold; all the knowledge or information I have on the subject, is derived from the deeds of sale, and adjudication of the property that had belonged to the said estate; I do not recollect of having heard any thing said on the subject by any person, except by my deceased uncle, Nicolas Girod, when, a few years prior to his death, he was, to my certain knowledge, threatened with a suit about the succession of Claude François Girod, by Hypolite Pargoud, the son of widow Pargoud, one of the complainants, the said Nicolas Girod telling me, on that occasion, that he had nothing to fear, that every thing had been done fairly, honestly, and in good faith. But my opinion and belief, which I may, or may not have expressed on the subject, from the moment that I have seen the above alluded to adjudications and deeds of sales, was, and still is, that the above stated sums had not actually been paid by, or received from, either the said St. Felix, or the said Simon Laignel; knowing, as I do, from experience, that it frequently happens that, in the sale and purchase of property, in this country, and in

the written process verbal, or deeds thereof, the payment of the price is said to have been effected in cash, when in reality other arrangements exist between the parties, who however are, in every respect, acting in good faith, and with none but honest and correct views.

To the interrogatory marked (B,) the said Joseph Marie Girod answers: having declared on the preceding interrogatory, my opinion and belief that the said sums of money had not been actually paid or received, I do not deem it necessary to observe, that it follows as an inevitable consequence, that the same could not, and therefore was not paid back by the said Jean François and Nicolas Girod, to the said St. Felix and Simon Laignel; but I deem it my duty to say, that the whole of this is a mere matter of opinion with me; and I must also observe, that I never called "*acts of retrocession*," the deeds from either St. Felix or Simon Laignel, to Jean François Girod and Nicolas Girod, or to Nicolas Girod; a term which I could not have properly used, since none of the property therein mentioned had previously been the property of the said Jean François Girod, and Nicolas Girod, or of Nicolas Girod, and never had been previously sold, or ceded by them, or either of them, to either the said St. Felix or the said Simon Laignel.

To the interrogatory marked (C,) the said Joseph Marie Girod answers: I do not know, I am entirely ignorant of the fact alluded to in this interrogatory; but I am inclined to believe, that St. Felix was requested by the said testamentary executors, or by one of them, (I mean the one present at the public auction,) to bid on the property there offered for sale, so as to procure for the sale thereof, a price equal at least to the price or value at which the same had been appraised and estimated, by the sworn appraisers in the inventory thereof, and, unless I am not well served by my memory, I believe that I can safely say, that I heard it so said, some time after my arrival in this country, by whom I do not recollect. Whether I have ever expressed a different opinion on this subject, I have no idea of; but I can say, that as early as the latter end of October, one thousand eight hundred and eighteen, I wrote from New Orleans, to my own father, at Thones, in Savoy, in Europe, that it was not true, as had, it appeared, been stated there, that all the property had been sold in a lump, *(en bloc,)* and that my uncles, Jean François and Nicolas, had bought it for less than its value: in my letter on this subject, (of which I have a rough draft,) I stated, that in the year 1814, when the estate of Claude François had been sold, the Americans were engaged in war against England; that at that time, real or landed property was of no value, cotton selling at only six cents a pound; that the plantation had been sold and adjudicated separately to a person who would never have been able to pay for it, and that my uncles aforesaid bought it from that reason. In the said letter, I stated, also, that the faubourg property had been sold separately, at a public auction, where a great number of persons, perhaps six hundred, were present. Those facts and circumstances, I must have known and been made acquainted with from divers sources, as I do recollect perfectly well, that they frequently were the subject matter of conversation be-

tween all my native countrymen then in New Orleans. The said letter was written by me to my said father, in answer, or rather to destroy the bad impression produced by one, in which my own brother was charged with having written from here to Thones, in Savoy, (our native country, in which place and its neighborhood, all the brothers, sisters, and nephews and nieces of the deceased Claude François Girod, resided,) that my said uncles, Jean François and Nicolas, had caused all his estate to be sold in a lump, which was untrue, and that the said uncles had bought in the same for *(un vil prix,)* a price far less than its then true value; and I have no doubt in my mind, that the contents of my said letter have been made known to all the persons interested in knowing the truth—I mean all the testamentary heirs of Claude François Girod, or a great part of them, as soon as the same was received in Savoy.

To the interrogatory marked D, the said Joseph Marie Girod answers: Yes; I believe that the therein alluded to genealogy is correct.

To the interrogatory marked E, the said Joseph Marie Girod answers as follows, to wit: To the first part thereof, yes, the deed of acquittance shews the fact, that is to say, that the said widow Pargoud was then in Savoy, at the place where it was executed, and shews, also, that her husband, then living, was then and there present, and a party to the said deed, for the purpose of giving her his consent and authorization, as required by law, to execute the said acquittance.

To the second part of said interrogatory, he says, I believe it is true.

To the third part, he answers: I do not know.

To the fourth part, he answers: I cannot say positively; but I am inclined to think, and I do verily believe, that she was not then ignorant of the real situation of the affairs of the said succession, inasmuch as the act of acquittance alluded to shews that she knew, 1st, the existence of the will of Claude François, her brother; 2nd, that all his succession had been *mobilisé*, that is to say, sold and converted into money; 3d, that the said act of acquittance was dated on the tenth of November, 1817, nearly four years after the death of the said Claude François Girod; 4th, that all the proceedings and transactions respecting the succession aforesaid were matters of public records in this State of Louisiana, and of free access to all persons wishing to get any positive information on such subject matters; 5th, that Jean François Girod, one of the executors testamentary of the said Claude François Girod, and the only one who went from here to Europe to settle with his co-heirs, had, prior to the date of said act of acquittance, offered to submit the account of the said succession to be examined by one of said co-heirs, to-wit: Jean François Girod, sen'r, a clergyman, and the most enlightened of all the said co-heirs; and therefore I, the said Joseph Marie Girod, cannot believe it probable that the said executor, Jean François, would have withheld the said account from the knowledge of the said widow Pargoud, far inferior, in this respondent's opinion, to the said clergyman Jean François Girod, senr., in point of knowledge and information; 6th, the said widow Pargoud, in a letter signed by her, to Nicholas Girod, after the date of the said act of acquittance, which letter this respondent has

seen, and does verily believe to have been signed by her, has stated that previous thereto, *a house of Geneva* had offered her eighty thousand francs, making a sum equal to sixteen thousand dollars, for her share in the said succession; and, in this respondent's opinion, this fact excludes the idea, that when she gave the said acquittance she was not duly satisfied that she was not entitled to more than the sum or sums therein confessed to have been paid by the testamentary executor, Jean François, for her said share. The said Joseph Marie Girod further answers, that he does not know in any manner whatever, "whether any" knowledge had been communicated to, or obtained by her, of any of the facts set forth in the statement of her bill of complaint, if, by the question, it is meant "*from the* said testamentary executors, or either of them;" but, for the reasons just assigned, he presumes, and does verily believe, that she must have been, by some body or person unknown to him, and by the communication of the above mentioned account, informed of the situation of the said succession of the said Claude François Girod.

Joseph Marie Girod further answers, that he believes the said testamentary executors did possess the confidence of said widow Pargoud, as her brothers and agents; but cannot say, whether it was, or was not, that confidence which induced her to sign the said paper, that is to say, the said act of acquittance; nor can he say whether she was, or was not, urged and solicited by the said Jean François Girod, to sign the same; but feels almost certain, that she cannot have been so urged or solicited by Nicolas Girod, who never left Louisiana from the death of Claude François Girod—unless by letters, which this respondent has no idea of, and which, if they exist, can, he presumes, be produced.

To the interrogatory marked F, the said Joseph Marie Girod answers: That he cannot say any thing positive, but believes that all the slaves alluded to in this interrogatory, are the same, or the progeny of the same slaves that were on the said plantation, at the time of the death of Claude François Girod.

To the last interrogatory, the said Joseph Marie Girod answers: Yes, they are the same tracts of land, and I have no reason to doubt it.

JPH. GIROD.

Sworn to and subscribed before me, this 11th December, 1843.

O. P. JACKSON, *Judge*.

E. Rivolet, in answer to the above mentioned interrogatories, upon oath, says:

To the interrogatory marked (A): I know nothing of my own knowledge, or by hearing or otherwise, of the facts upon which I am here interrogated.

To the interrogatory marked (B): I know nothing of that of my own knowledge, or by hearing or otherwise.

To the interrogatory marked (C): I know nothing of that of my own knowledge, nor by hearing or otherwise.

To the interrogatory marked (D): I know nothing of that.

To the interrogatory marked (E): I know nothing of that, positively.

Though a native of Thones, in the Dutchy of Savoy, I am not acquainted with widow Pargoud, who, I am told, resided at the time of said acquittance, at the place called Hoptsal, about fifteen miles from said Thones. But I do presume, and verily believe, that at the said time, she was not ignorant of the then situation of the affairs of the succession of Claude François Girod, for in the first part of the year one thousand eight hundred and eighteen, about the month of March, I do recollect perfectly having heard widow Adam, the sister of said widow Pargoud, and one of the complainants, say, in my presence, and in a conversation between her and Jacqueline Poydebard, the niece of the said ladies, that she knew that they had been injured by the testamentary executors of Claude François Girod; that the said executors had bought in all the property belonging to the estate of the said Claude François for one half the price which the same was worth; that the said executors had in that manner made themselves richer at the expense and to the detriment of their co-heirs; that they would not institute any suit against them to recover their due, because they expected that Nicolas Girod particularly, would leave to them all his succession; but that if he did not, it would be time enough after his death. The same language I have heard from the mouth of Mme. Quétand, and from François Quétand, her son, also from the mouth of Jacqueline Poydebard, who is my sister-in-law; not only at that time, but on divers other occasions. At that period, and up to the year 1826, it was indeed the subject matter of conversation among all the people of the said place of Thones. The said place of Thones, is a small town or borough, the population of which amounts to about one thousand souls, and there, to my certain knowledge, from the said period in the year 1818 to 1826, it was the common talk among the people, who would say, and said publicly, that the said executors had bought in themselves all the property of the said estate for half its value, and had in that manner cheated their co-heirs, but that the said co-heirs would not suffer things to remain in that situation, that they would sue the said testamentary executors, or at least their successors after their death, to recover what belonged to them. From all these circumstances I feel safe in saying, that I have no doubt that widow Pargoud did, as well as Madame Quétand, her sister, know prior to 1818, that the plantation and landed property, as well as the town and faubourg real property of Claude François Girod had been bought in by their brothers, Jean François and Nicolas.

To the interrogatory marked (F): I know nothing of those slaves.

To the interrogatory marked (G): I know nothing about those tracts of land.

E. RIVOLLET.

Sworn to and subscribed before me, this 11th December, 1843.

O. P. JACKSON, *Judge.*

Denis Prieur, in answer to the above mentioned interrogatories, says as follows:

To the interrogatory marked (A): I know nothing of the facts upon

which I am here interrogated; I have never before the death of Nicolas Girod, made or expressed to any person my opinion, or any opinion at all about them.

To the interrogatory marked (B): I make the same answer as to the first.

To the interrogatory marked (C), I know nothing of that, and I do not believe therefore that I ever did form or express any opinion concerning said understanding.

To the interrogatory marked (D): I know nothing of that genealogy.

To the whole contents of interrogatory marked (E): I only know, from the reading of the therein mentioned acquittance, that widow Pargoud was at the place where the same was executed, at the time it was executed and signed by her and her husband. But I can hardly believe that the said lady would have signed the said instrument, accompanied as she was, and assisted and authorized as she was, by her then living husband, unless they both were well informed of the situation of the succession of Claude François Girod, when I see in one of her letters to *Nicolas*, that prior to the date of said instrument, she had refused an offer that she said was made to her by a house of Geneva, of the sum of eighty thousand francs for her share in said succession.

To the interrogatory marked (F): I know nothing about said slaves.

To the interrogatory marked (G): I know nothing about the said tracts of land.

D. PRIEUR.

Sworn to and subscribed before me, this 11th December, 1843.

O. P. JACKSON, *Judge.*

Antoine Michoud, in answer to the above mentioned interrogatories, upon his oath, says as follows, to wit:

To the interrogatory marked (A): I was not in this State, when Claude François Girod died, nor when his estate was sold; I have no sort of knowledge of the facts stated in this interrogatory.

To the interrogatory marked (B): I make the same answer.

To the interrogatory marked (C): I am and have always been in the most complete ignorance as to the facts mentioned in this interrogatory.

To the interrogatory marked (D): I believe the said genealogy to be correct.

To the interrogatory marked (E): I believe widow Pargoud was in Europe at the time she signed and executed the acquittance here alluded to; I do not believe she ever was in the United States. I do not know whether or not the attorney for the absent heirs has ever furnished her with any communication. But I do not believe, that at the time she signed the said acquittance, she was entirely ignorant of the situation of the affairs of the said succession. I have frequently heard it said by different persons, that in her country, all the members of the Girod family knew that the property had been bought by Jean François and Nicolas Girod. I have but very little doubt on my mind that she must have known how the whole had been conducted as early as the year 1819, at

least, for I am positive in saying, that at that period her son Hypolite Pargoud, was in this country, that he was an active and intelligent young man, that living with his uncle Jean François Girod, he could easily get all desirable information upon the subject; and I believe he knew very well that the Lafourche sugar plantation was owned by both his uncles, Jean François and Nicolas Girod, and that he has kept his mother as well informed as he could of all the information which he himself had. I know also, that in the year 1821, one Bouvard, nephew of said widow Pargoud, was in this country, and that he took authentic copies of all the public records respecting the succession of Claude François Girod, for the purpose of sending them to all the testamentary heirs of said Claude François Girod, and I think he has sent them accordingly.

To the interrogatory marked (F): I believe the slaves are all the same, or the progeny of the slaves that existed on the said plantation at the death of said Claude François.

To the interrogatory marked (G): I believe the alluded to tracts of land are the same.

And here the said Antoine Michoud adds, in respect to the interrogatory marked (E,) that he believes that the said widow Pargoud had an entire confidence in her said brothers, but cannot say that she was induced by that confidence to sign the said acquittance, nor can he say that she was, or was not, urged or solicited by them, or either of them, to sign the same, and in fact he does not believe it.

ANT. MICHOUD.

Sworn to and subscribed this 11th day of December, 1843, before me.

F. M. GUYOL, *Judge.*

Gabriel Montamat, in answer to the aforementioned interrogatories, upon his oath, says as follows, to wit:

To the interrogatory marked (A): I have no sort of knowledge of my own, or by hearsay, or otherwise, of the subject matter upon which I am here interrogated.

To the interrogatory marked (B): I make the same answer as to the former.

To the interrogatory marked (C): I do not know, nor do I believe, that the understanding alluded to in this interrogatory, ever existed; on this, and also upon the two preceding interrogatories, I think I may safely say that I have never formed, and much less have I expressed, any opinion, except one in perfect accordance with this answer of mine, on said supposed understanding.

To the interrogatory marked (D): I know nothing about the said genealogy.

To the interrogatory marked (E,) first question: I believe the said widow Pargoud was in foreign parts then; the act of acquittance alluded to shews it. Second question: It is more than I can tell. Third question: I do not know. Fourth question: I do not believe she was. Fifth question: I do not know. Sixth question: I believe she had entire confidence in her two brothers, Jean François and Nicolas Girod.

Seventh question: I cannot say that that confidence induced her to sign the said paper or instrument. Eighth question: I do not know, and I do not believe that Jean François Girod did urge and solicit her to sign it, and I am certain that Nicolas Girod did not, for, to my certain knowledge, he did not leave this country from the death of Claude François Girod, up to the time he himself departed this life. If he has done it, it must have been by letters, which I have no knowledge of, and which I have never heard of, though I have been in the employ of said Nicolas, as his clerk, for nearly fifteen years prior to his death.

To the interrogatory marked (F): I believe that all the slaves mentioned in this interrogatory are the same, or the progeny of the same, slaves that existed at the death of the said Claude François Girod.

To the interrogatory marked (G): I believe that the tracts of land alluded to are the same. G. MOUTAMAT.

Sworn to and subscribed before me, this 12th December, 1843.

O. P. JACKSON, *Judge*.

Alexis Fournier, in answer to the aforementioned interrogatories, upon his oath, says as follows, to wit:

To the interrogatory marked (A): I arrived in this country in the year 1819. I have no sort of knowledge of my own, or from hearsay or otherwise, of the matter on which I am here interrogated, and I have not, therefore, made or expressed any opinion thereupon to any person, before the time I have known that I was one of the legatees of said Nicolas Girod; nor do I believe to have, since that time, made or expressed any opinion at all upon the same.

To the interrogatory marked (B): I make the same answer as to the former.

To the interrogatory marked (C): I do not know any thing about it.

To the interrogatory marked (D): I know nothing about the said genealogy.

To the interrogatory marked (E,) first question: I believe she was in foreign parts, at least the act of acquittance alluded to shows it. Second question: It is more than I am able to say. Third question: I do not know. Fourth question: I do not believe she was, nor can I reasonably suppose it. Fifth question: I do not know. Sixth question: I know nothing of that. Seventh question: I cannot say that that pretended confidence induced her to sign the said act of acquittance. Eighth question: I do not really know, and I cannot believe, Jean François Girod did urge and solicit her to sign the same; but from what I have always heard said since my arrival here, that Nicholas Girod never left the State of Louisiana since the death of his brother Claude François, and up to the time that he himself died in this city, I feel certain that he did not urge or solicit the said widow Pargoud to sign the said paper or instrument, unless he did it through letters of his to her, which I have not the smallest idea, notion, or knowledge of.

To the interrogatory marked (F); I know nothing about the said slaves.

To the interrogatory marked (G): I know nothing about the said tracts of land. A. FOURNIER.

Sworn to and subscribed before me, this 12th December, 1343.
O. P. JACKSON, *Judge.*

Jean Baptiste Déjan, in answer to the aforementioned interrogatories, upon his oath, says as follows, to wit:

To the first interrogatory, marked (A): I know nothing of that.

To the interrogatory marked (B): I know nothing of that.

To the interrogatory marked (C): I cannot say; I do not believe that I ever heard any thing said about it.

To the interrogatory marked (D): I do not know.

To the interrogatory marked (E): The act of acquittance alluded to will be able to give you a better answer than I could possibly give to that question. Second question: I do not know. Third question: I do not know. Fourth question: I do not know. Fifth question: I do not know. Sixth question: It is very likely, but I do not know. Seventh question: I am entirely unable to say. Eighth question: I cannot tell as to Jean François; but as to Nicolas I do feel pretty sure that he could not urge and solicit her to sign the said acquittance, for, to my personal knowledge, he has constantly been in New Orleans, I mean in this State, ever since the time when Claude François died, and up to the time that he himself departed this life, unless he did it by letters, which I am perfectly unaware of.

To the interrogatory marked (F): I know nothing of that.

To the interrogatory marked (G): I know nothing of that.

DEJAN AINE.

Sworn to and subscribed before me, this 12th December, 1843.
O. P. JACKSON, *Judge.*

Claude Gurlie, in answer to the aforementioned interrogatories, upon his oath, says:

To the first interrogatory, marked (A): I no not know.

To the interrogatory marked (B): I do not know.

To the interrogatory marked (C): I do not know. I never knew any thing about the circumstances of Mr. St. Felix, and therefore cannot express any belief as to the probability of his buying in reality for himself; but as I have known Mr. Simon Laignel ever since his arrival in this city, and known also the standing he had here when the sales alluded to did take place, I am inclined to think he might really have bid for himself, and had the property really adjudicated to himself, for at that time he had the reputation of being very well off, and considered to be well worth thirty thousand dollars and upwards; Simon Laignel, at that time, was in partnership with one Mr. Ledet, and another gentleman, whose name I forget. I believe he might very well have purchased for himself, and paid the price, and therefore I cannot say that I believe the said understanding to have existed as to him.

To the interrogatory marked (D): I do not know.

To the interrogatory marked (E,) first question: The deed or act of acquittance must shew where she was when it was executed and signed by her. Second question: I do not know. Third question: I do not

know. Fourth question: I do not know. Fifth question: I do not know. Sixth question: I presume, but I do not know. Seventh question: I do not know, but feel pretty sure that Nicolas Girod did not urge or solicit her, as he was here, and she was—unless I am led into an error by the acquittance itself—in Europe. Eighth question. I have just answered it.

To the question marked (F): I do not know.

To the question marked (G): I do not know.

CDE. GURLIE.

Sworn to and subscribed before me, this 12th December, 1843.

O. P. JACKSON, *Judge.*

Mandeville Marigny, in answer to the foregoing interrogatories, upon his oath, says as follows, to wit:

To the first interrogatory marked, (A): I know nothing of that.

To the second interrogatory, marked (B): I know nothing of that.

To the interrogatory, marked (C): I cannot say. I do not know any thing on the subject, and have never heard any thing said about it.

To the interrogatory marked (D): I do not know.

To the interrogatory marked (E): I have never seen the act of release alluded to, and had never heard of widow Pargoud before the institution of this suit. Second question: I do not know. Third question: I do not know. Fourth question: I do not know. Fifth question: I do not know. Sixth question: I suppose they did, but I do not know. Seventh question: I am entirely unable to say. Eighth question: I cannot tell, and have never heard any thing on this subject.

To the interrogatory marked (F): I know nothing of that.

To the interrogatory marked (G): I know nothing of that.

M. MARIGNY.

Sworn to and subscribed before me, this 12th of December, 1843.

O. P. JACKSON, *Judge.*

Charles Claiborne, in answer to the aforementioned interrogatories, upon his oath, says as follows, to wit:

To the first interrogatory, marked (A): I know nothing of that.

To the interrogatory marked (B): I know nothing of that.

To the interrogatory marked (C): I cannot say. I know nothing of that, and never heard any thing on the subject.

To the interrogatory marked (D): I do not know.

To the interrogatory marked (E): I have never seen the release alluded to, and had never heard of the widow Pargoud before the institution of this suit. Second question: I do not know. Third question: I do not know. Fourth question: I do not know. Fifth question: I do not know. Sixth question: I do not know. Seventh question: I am entirely unable to say. Eighth question: I cannot tell, and have never heard any thing on the subject.

To the interrogatory marked (F): I know nothing of that.

To the interrogatory marked (G): I know nothing of that.
CHS. CLAIBORNE.

Sworn to and subscribed before me, this 12th December, 1843.
O. P. JACKSON, *Judge.*

And afterwards, on the 5th February, 1844, the following entry was entered of record, to wit:

MONDAY, *5th February*, 1844.

PARGOUD
vs.
MICHOUD.

On motion of Janin & Benjamin, of counsel for complainants, and on giving the court to understand that several of the defendants have not yet answered the bill, and that the time for replying to the answer of these defendants who have answered has not yet expired, it is ordered that the complainants may amend their bill on or before the next rule day, as they may be advised, without costs, and that they serve said amendments on the solicitor of the defendants.

And afterwards, to wit, on the 4th March, 1844, the following petition to amend bill was filed:

To the honorable the judges of the circuit court of the United States for the eastern district of Louisiana.

The petition of Peronne Bernardine Girod; of Jean Pierre Hector Pargoud; of Rosalie Girod, widow of Philip Adam; of Louis Joseph Poidbard, and of Benoit Colline Nicoud; of Franceois Clementine Girod, the wife of Perre François Perrond, and by him duly authorized; of Marie Bernard Quitant; of Françoise Peronne Quitant, authorized by her husband Jean Antoine Allard; of Marie Phillippine Rose Quitant; of Maurice Emilié Nicoud; and of Jean Berger, tutor of the minor Jeannie Benoite Nicoud, humbly sheweth:

That your two first named petitioners filed a bill in this honorable court, on the 28th of January, 1842, against the dative testamentary executors and legatees of the late Nicolas Girod, praying, as heirs in part of the late Claude François Girod, and also in behalf of the other heirs of the said Claude Francois Girod, that the legal representatives of the said Nicolas Girod, be decreed to deliver and pay over to said heirs the parts of the estate of Claude François Girod to which they are legally entitled. That on the 5th of November, 1842, in pursuance to an order then made by this honorable court, amendments were filed to said bill, by which the petitioners, Benoite Colline Nicoud and Joseph François Poidebard, made themselves parties to this suit, and certain alterations were proposed in said bill. That among the heirs of the late Claude François Girod, for whom the said two first named complainants professed to act, was the late Denise Phillippine Poidebard, widow Pierre Nicoud, who was then dead, having died on the 8th of August, 1841, but whose death was not then known; that the said widow Nicoud left at her death three children, who are her only heirs, and to whom have

descended all her rights in the estate of the late Claude François Girod, to wit, you petitioners, Benoite Colline Nicoud and Maurice Emelie Nicoud, who are of age, and Jeanne Benoite Nicoud, who is still a minor, and represented by your petitioner, Jean Berger, as her tutor; all of whom reside in the Dutchy of Savoy, and are subjects of the king of Sardinia.

That among the heirs of Claude François Girod, from whom the two first named petitioners professed to sue in their said bill, and who are named therein, are your petitioners, Françoise Clementine Girod, the wife of Pierre François Perrond, Marie Bernard Quitant, Marie Peronne Quitant, the wife of Jean Antoine Allard, and Marie Phillippine Rose Quitant, all of whom reside in the Dutchy of Savoy, and are subjects of the king of Sardinia; and they, and also your petitioners, Maurice Emelie Nicoud and Jean Berger, as tutor of the minor Jeanne Benoite Nicoud, aver, that they approve and ratify all that has hitherto been done in this suit in their names, or in the name of their aforesaid ancestor; and they pray that they may be considered as parties plaintiffs in this suit.

And your petitioners aver, that nearly all the defendants have put in their answer to the aforesaid bill, and the amendments thereto, on December 15th, 1843, and that your petitioners are now advised to amend their bill in the manner fully stated in the proposed amendments subjoined to this petition, but do not require any further answer from the defendants who have already answered.

Your petitioners therefore pray that they may be at liberty to amend their bill as aforesaid, without costs, and on serving the solicitor of the defendants with a copy of the amendments.

Signed, L. JANIN & BENJAMIN,
Solicitors for petitioners.

Amendments to the bill of complaint, and to the amendments thereof, filed on the 5th of November, 1842.

1st. At page 10 of the printed bill, after the 10th line, insert the words "and your oratrixes further aver that they have been informed, since the death of said Nicolas Girod, that he, and the said Jean François Girod, had obtained, on the 5th of December, 1814, and 6th May, 1815, two separate judgments for the above mentioned amounts against the estate of Claude François Girod, in the parish court of the parish of Orleans, and in suits 303 and 604 of the docket of said court; and your oratrixes aver that the judgments are the result of connivance, and of the fraudulent dereliction of duty of said Robert Caune, were rendered without proper parties by an incompetent court, upon claims prescribed on their face, and which had never any real existence, without any notice to, or knowledge of, the real parties in interest, and consequently without any defence on their part, and are therefore null and void, and of no effect; all of which will more fully appear from the records of said suits, to which the oratrixes beg leave to refer.

2nd. At page 23 of the printed bill, in the sixth line, after the word

"designated," insert as follows: "who, however, by this designating their decree of relationship to the deceased, are not to be considered as accepting his succession purely and simply, and making themselves responsible for the debts thereof."

3rd. Strike out from the second amendment filed on the the following words: "upon their several and respective corporal oaths, to "the best and utmost of their respective and several knowledge, remem- "brance, information, and belief, full, true, and perfect answer make, to "all and singular the matters aforesaid;" and reinstate the words of the original bill, which, by said amendment of 5th of November, 1842, were stricken out, to wit, "without oath, full, true, and perfect answer make to all and singular the matters herein before stated, your oratrixes hereby waiving the necessity of the answer of such defendants being put in under the oath of such defendants, or the oath of either of them."

Signed, JANIN & BENJAMIN,
Solicitors for complainants.

Judges' order.

All the defendants having not yet answered, and no replication being filed, and the complainants requiring no further answer, ordered that they have leave to amend their bill, as within proposed, without *without* costs, and that service of the within petition, and amendments *on* the solicitor of the defendants, be good service. Ordered further, that Françoise Clementine Girod, the wife of Pierre Francois Perrond; Marie Bernard Quitant; Françoise Peronne Quitant; Marie Phillippine Rose Quitant; Maurice Emilie Nicoud; and Jean Berger, as tutor of the minor Jeannie Benoite Nicoud, have leave to come in under the bill as parties plaintiffs thereto.

Signed, THEO. H. McCALEB,
U. S. judge.

And afterwards, to wit, on the 4th March, 1844, the following entry was entered of record:

PARGOUD vs. MICHOUD. } No. 899.

Ordered by the court, that Françoise Clementine Girod, the wife of Pierre Françoise Perrond; Marie Bernard Quitant: Francoise Peronne Quitant; Marie Phillippine Rose Quitant; Maurice Emilie Nicoud; and Jean Berger, as tutor of the minor Jennie Benoite Nicoud, be made parties plaintiff to this suit, and that the complainants have leave to file amendments to their bill, without requiring further answer from the defendants who have already answered. The complainants file amendments to their bill in pursuance of the above order.

And on the 6th of March, 1844, the following answer of J. F. Pepin syndic, &c., was filed, to wit:

To the honorable the judges of the circuit court of the United States for the eastern district of Louisiana:

The answer of Jean Firman Pepin, a citizen of the State of Louisiana,

descended all her rights in the estate of the late Claude François Girod, to wit, you petitioners, Benoite Colline Nicoud and Maurice Emelie Nicoud, who are of age, and Jeanne Benoite Nicoud, who is still a minor, and represented by your petitioner, Jean Berger, as her tutor; all of whom reside in the Dutchy of Savoy, and are subjects of the king of Sardinia.

That among the heirs of Claude François Girod, from whom the two first named petitioners professed to sue in their said bill, and who are named therein, are your petitioners, Françoise Clementine Girod, the wife of Pierre François Perrond, Marie Bernard Quitant, Marie Peronne Quitant, the wife of Jean Antoine Allard, and Marie Phillippine Rose Quitant, all of whom reside in the Dutchy of Savoy, and are subjects of the king of Sardinia; and they, and also your petitioners, Maurice Emelie Nicoud and Jean Berger, as tutor of the minor Jeanne Benoite Nicoud, aver, that they approve and ratify all that has hitherto been done in this suit in their names, or in the name of their aforesaid ancestor; and they pray that they may be considered as parties plaintiffs in this suit.

And your petitioners aver, that nearly all the defendants have put in their answer to the aforesaid bill, and the amendments thereto, on December 15th, 1843, and that your petitioners are now advised to amend their bill in the manner fully stated in the proposed amendments subjoined to this petition, but do not require any further answer from the defendants who have already answered.

Your petitioners therefore pray that they may be at liberty to amend their bill as aforesaid, without costs, and on serving the solicitor of the defendants with a copy of the amendments.

Signed, L. JANIN & BENJAMIN,
Solicitors for petitioners.

Amendments to the bill of complaint, and to the amendments thereof, filed on the 5th of November, 1842.

1st. At page 10 of the printed bill, after the 10th line, insert the words "and your oratrixes further aver that they have been informed, since the death of said Nicolas Girod, that he, and the said Jean François Girod, had obtained, on the 5th of December, 1814, and 6th May, 1815, two separate judgments for the above mentioned amounts against the estate of Claude François Girod, in the parish court of the parish of Orleans, and in suits 303 and 604 of the docket of said court; and your oratrixes aver that the judgments are the result of connivance, and of the fraudulent dereliction of duty of said Robert Caune, were rendered without proper parties by an incompetent court, upon claims prescribed on their face, and which had never any real existence, without any notice to, or knowledge of, the real parties in interest, and consequently without any defence on their part, and are therefore null and void, and of no effect; all of which will more fully appear from the records of said suits, to which the oratrixes beg leave to refer.

2nd. At page 23 of the printed bill, in the sixth line, after the word

"designated," insert as follows: "who, however, by this designating their decree of relationship to the deceased, are not to be considered as accepting his succession purely and simply, and making themselves responsible for the debts thereof."

3rd. Strike out from the second amendment filed on the the following words: "upon their several and respective corporal oaths, to "the best and utmost of their respective and several knowledge, remem- "brance, information, and belief, full, true, and perfect answer make, to "all and singular the matters aforesaid;" and reinstate the words of the original bill, which, by said amendment of 5th of November, 1842, were stricken out, to wit, "without oath, full, true, and perfect answer make to all and singular the matters herein before stated, your oratrixes hereby waiving the necessity of the answer of such defendants being put in under the oath of such defendants, or the oath of either of them."

Signed, JANIN & BENJAMIN,
Solicitors for complainants.

Judges' order.

All the defendants having not yet answered, and no replication being filed, and the complainants requiring no further answer, ordered that they have leave to amend their bill, as within proposed, without *without* costs, and that service of the within petition, and amendments *on* the solicitor of the defendants, be good service. Ordered further, that Françoise Clementine Girod, the wife of Pierre Francois Perrond; Marie Bernard Quitant; Françoise Peronne Quitant; Marie Phillippine Rose Quitant; Maurice Emilie Nicoud; and Jean Berger, as tutor of the minor Jeannie Benoite Nicoud, have leave to come in under the bill as parties plaintiffs thereto.

Signed, THEO. H. McCALEB,
U. S. judge.

And afterwards, to wit, on the 4th March, 1844, the following entry was entered of record:

PARGOUD vs. MICHOUD. } No. 899.

Ordered by the court, that Françoise Clementine Girod, the wife of Pierre Françoise Perrond; Marie Bernard Quitant: Francoise Peronne Quitant; Marie Phillippine Rose Quitant; Maurice Emilie Nicoud; and Jean Berger, as tutor of the minor Jennie Benoite Nicoud, be made parties plaintiff to this suit, and that the complainants have leave to file amendments to their bill, without requiring further answer from the defendants who have already answered. The complainants file amendments to their bill in pursuance of the above order.

And on the 6th of March, 1844, the following answer of J. F. Pepin syndic, &c., was filed, to wit:

To the honorable the judges of the circuit court of the United States for the eastern district of Louisiana:

The answer of Jean Firman Pepin, a citizen of the State of Louisiana,

herein acting as syndic of the creditors of Jean François Girod, jr., to the bill of complaint of Peronne Bernardine Girod, the widow of Jean Pierre Hector Pargoud, and of Rosalie Girod, the widow of Philip Adam, and to the amended bill of the same, humbly sheweth:

That the complainants, having filed their bill as heirs of the late Claude François Girod, both on their own behalf, and also on behalf of the other heirs of the said late Claude François Girod, all of whom are named in said bill, claiming the distributive share of said heirs in the estate of the said Claude François Girod, and one of the heirs for whom said complainants professed to be acting, being the aforesaid Jean François Girod, jr. This respondent admits that the said Jean François Girod, jr., is the legitimate son of the late Claude Marie Girod, one of the brothers and heirs of the late Claude Francois Girod, and that by representation of his said late father, the said Jean François Girod, jr., is one of the heirs of the late Claude François Girod, as stated in said bill; and this defendant admits that the said Jean François, jr., did, on the 25th of January, 1842, apply to the district court of the first judicial district of the State of Louisiana, for the benefit of the insolvent laws of said State, and made a surrender of all his property to his creditors; that thereupon this defendant was appointed the syndic of his creditors; that by said surrender, all the property of said Jean François Girod, jr., of whatever kind, became vested in this respondent, for the benefit of the creditors of the said Jean François Girod, jr.; that among said property were all his own rights, and the rights of his brother, the late Pierre Nicholas Girod, in and to the estate of the said Claude François Girod, the said Pierre Nicholas Girod having died, in the city of New Orleans, on the 1st of September, 1841, leaving a testament, executed before Joseph Cuvillier, notary public in and for the parish of Orleans, on the 6th of February, 1841, which, after his death, was duly ordered to be executed, by the probate court in and for the parish of Orleans, and by which he bequeathed his entire estate to the said Jean François Girod, jr. And this defendant further shews, that he verily believes all the allegations and charges in the said bill, and in the amendments thereto, to be true and well founded, and the complainants, and those on whose behalf they sue, to be entitled to the relief for which they pray.

In consideration whereof, this defendant prays this honorable court to grant unto the complainants and this defendant, as syndic of said Jean François Girod, jr., the relief prayed for in said bill on behalf of the complainants, and of those for whom they sue.

Signed, J. F. PEPIN.

And on 6th of March, 1844, the following entry was entered of record.

Wednesday, March 6th, 1844.

PARGOUD, vs. MICHOUD. } No. 899.

Jean François Pepin, syndic of the creditors of Jean François Girod, jr., files his answer to the bill, and amended bill, in this suit.

And on the 7th of March, 1844, the following entry was entered of record, to wit:

Thursday, 7th March, 1844.

PARGOUD & als. vs. MICHOUD & als. } No. 899. In chancery.

Due notice of the motion of the complainants, to deposit certain documents and papers in the hands of the clerk to E. Mazureau, solicitor of the defendants, having been shown, and no one appearing for said defendants at the appointed time, it is ordered that the defendants deposit in the hands of the clerk of this court, on or before Monday, the 11th instant, the following instruments, referred to in their answer, viz., a letter from Jean François Girod, l'ainé, to Nicolas Girod, dated at Paris, the 24th September, 1817; the letters of the complainant, Mme. Pargoud, in their possession; a letter from the said Madame Pargoud to N. Girod, dated 6th October, 1837; the draft, or copy of a letter from Nicholas Girod to Jean François Girod, dated at New Orleans, in November, 1826; a letter from Jean Francois Girod, l'ainé, to Nicolas Girod, dated August 8th, 1827; a letter from Madame Pargoud to Nicolas Girod, dated November 20th, 1835; a letter from Nicolas Girod to Phillipine Poidbard, wife of Pierre Nicoud, dated 1st May, 1830; a letter from Phillippine Poidebard to Nicolas Girod, dated 24th July, 1830; a letter from Rosalie Poidebard to Nicolas Girod, dated May 8th, 1828; a letter from Madame Rivolet to Nicolas Girod, dated June 1st, 1831; a letter from François Sylvester Poidebard to Nicolas Girod, dated June 1st, 1831; the act of release of acquittance, by Madame Pargoud to Nicolas and Jean François Girod, dated 10th November, 1817, and the act of release and acquittance from Madame Adam to the same, dated the 11th of November, 1817. And it is further ordered, that the plaintiffs may be at liberty to inspect and take copies of the same.

Marshal's return.

Received, 8th March, 1844, and same day served copies of the within rule on E. Mazureau, esq., by leaving the same at his office, and on Antoine Michoud, in person, in the city of New Orleans.

For A. SIDNEY ROBERTSON,
U. S. marshal.

(Signed,) By WILLIAM K. STILES,
D. U. S. marshal.

And afterwards, to wit, on the 8th March, 1844, the following replication of defendants was filed.

To the honorable the judges of the circuit court of the United States for the eastern district of Louisiana.

The replication of Peronne Bernardine Girod, of Jean Pierre Hector Pargoud; of Rosalie Girod, widow of Philip Adam; of Louis Joseph Poidebard, and of Benoite Colline Nicoud; of Françoise Clementine Girod, the wife of Pierre François Perrond, and by him duly authorized;

of Marie Bernard Quitant; of Francoise Perronne Quitant, authorized by her husband, Jean Antoine Allard; of Marie Phillippine Rose Quitant; of Maurice Emilié Nicoud, and of Jean Berger, tutor of the minor, Jeannie Benoite Nicoud, to the answer of William Freret, mayor of the city of New Orleans; Samuel S. Relf, treasurer of the Charity Hospital of New Orleans; Joseph Marie Girod; Gabriel Montomat; Antoine Michoud; Felix Grima, Jean Baptiste Dejean, ainé; Denis Prieur; Charles Claiborne; Mandeville Marigney; widow Sabatier; Alexis Fournier; Etienne Mazureau; E. Rivolet, and Claude Gurlie.

These repliants, saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, say, that they will aver and prove their said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the said defendants is uncertain, untrue, and insufficient to be replied unto by these repliants; without this that any other matter or thing whatsoever, in the said answer contained material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things these repliants are and will be ready to aver and prove, as this honorable court shall direct; and humbly pray, as in and by their said bill they have already prayed.

(Signed,) JANIN & BENJAMIN, *Solicitor.*

And on 8th March, 1844, the following entry was entered of record, to wit:

Friday, March 8th, 1844.

PARGOUD & als.
vs. } No. 899.
MICHOUD & als.

1st. Complainants file amendments to their bill, making the right rev'd Antoine Blanc, the president of the Catholic Asylum, a party defendant to this suit.

2d. Complainants file their replication.

And on the same day, the following amended bill was filed.

PARGOUD
vs. } No. 899.
MICHOUD.

To the honorable the judges of the circuit court of the United States, for the eastern district of Louisiana:

The petition of Peronne Bernardine Girod; of Jean Pierre Hector Pargoud; of Rosalie Girod, widow of Philip Adam; of Louis Joseph Poidebard, and of Benoite Colline Nicoud; of Francoise Clementine Girod, the wife of Pierre Françoise Perrond, and by him duly authorized; of Marie Bernard Quitant; of Françoise Perrone Quitant, authorized by her husband, Jean Antoine Allard; of Marie Phillippine Rose Quitant; of Maurice Emelie Nicoud, and of Jean Berger, tutor of the minor, Jeanne Benoite Nicoud—

Humbly sheweth, that the two first named petitioners filed their bill in this honorable court, on the 28th January, 1842, as heirs of the late

Claude François Girod, and suing also on behalf of the other petitioners and of other persons, who are likewise heirs of the said Claude Francoise Girod, against A. Michoud, and others, legatees and dative testamentary executors of the late Nicolas Girod.

That on the fifth of November, 1842, amendments were filed to said bill, and the petitioners thirdly and fourthly named, made themselves parties to the said bill.

That on the 4th of March, 1844, further amendments were filed to said bill, and the remaining above named petitioners made themselves parties to said bill.

That on page 22, of the printed copy of said bill, it is alleged, that among the special legacies made by the said Nicolas Girod, is one of thirty thousand dollars to the president of the Catholic Asylum.

That on page 28, of the printed copy of said bill, it is further alleged, that the right reverend Antoine Blanc, the president of the aforesaid Catholic Asylum, could not be made a party to this suit, because he is an alien, and he was accordingly not made a party defendant to this suit.

Your petitioners aver, that they have but lately been informed, that the said right reverend Antoine Blanc is a citizen of the United States, and of the State of Louisiana, and that he can, therefore, be made a party defendant to this suit; wherefore, they pray leave to amend their said bill, by making the right reverend Antoine Blanc, as the president of the said Catholic Asylum, a defendant to this suit, and in the manner hereafter stated; and they further pray that the usual writ of subpœna issue, directed to said Antoine Blanc.

Signed, JANIN & BENJAMIN,
Solicitors for plaintiff.

Amendments made to the bill of complaint in this cause, pursuant to the order here above solicited.

1st. At page 28, of the printed bill, on the 18th, 19th, and 20th and 21st lines, strike out the words—"the right reverend Antoine Blanc, president of the Catholic Asylum, because he is an alien."

2d. At page 28, of the same, in the 30th line, after the words "Claude Gurlie," insert the words—"the right rev'd Antoine Blanc, as president of the Catholic Asylum."

3d. At page 32, in the 3d line, after the words "Claude Gurlie," insert the words—"and the right reverend Antoine Blanc, president of the Catholic Asylum."

4th. At page 35, in the 6th line, after the words "Rodolph Rosseau," insert the words—"and the right reverend Antoine Blanc, as president of the Catholic Asylum."

(Signed,) JANIN & BENJAMIN,
Solicitors for complainants.

Judge's order.

It is ordered that the petitioners have leave to amend their bill, and file their amendments, as within prayed for; that the writ of subpœna

prayed for, issue, directed to the right reverend Antoine Blanc, president of the Catholic Asylum, commanding him to appear and answer, according to law, and that the within petition and amendments be served.

(Signed,) THEO. H. McCALEB.
U. S. judge.

And on the said 8th of March, 1844, the following subpœna was issued from the clerk's office, to wit:

THE UNITED STATES OF AMERICA:

The President of the United States to the marshal for the eastern district of Louisiana, greeting:

You are hereby commanded to summon the right reverend Antoine Blanc, president of the Catholic Asylum, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of April next, then and there to answer a bill in chancery, and the amendments thereto filed against wherein Madame P. B. Girod, widow Pargoud & als., are complainants, and Antoine Michoud et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this, the eighth day of [SEAL.] March, in the year of our Lord one thousand eight hundred and forty-four, and sixty-eighth year of American independence.

Signed, D. N. HENNEN, *Clerk.*
By J. Q. A. HOIT, *D. clerk.*

Marshal's return.

Received, March 9th, 1844, and on the 11th March, 1844, served a copy of the within subpœna in chancery, together with a copy of an amended bill in chancery, on the right rev'd Antoine Blanc, in person, in the city of New Orleans.

A. SIDNEY ROBERTSON,
U. S. Marshal.
By WM. K. STILES, *D. U. S. M.*

And afterwards, to wit, on the 12th of March, 1844, the following cross bill of J. F. Pepin, syndic of the creditors of Jean François Girod, jr.

To the honorable the judges of the circuit court of the United States for the eastern district of Louisiana:

Jean Firmin Pepin, of New Orleans, and a citizen of the State of Louisiana, acting herein as syndic of the creditors of Jean Francois Girod, jr., brings this his cross-bill against François Quitant, an alien, and a subject of the king of Sardinia, who resides in the State of Louisiana, as dative testamentary executor of the late Nicholas Girod, and thereupon

your orator complains and says, that on the 28th of January, 1842, Perrone Bernardine Girod, the widow of Jean Pierre Hector Pargoud, and Rosalie Girod, the widow of Philip Adam, filed their bill in this honorable court, as heirs of the late Claude Francois Girod, suing also on behalf of the other heirs of the late Claude Francois Girod, against A. Michoud, and others, *the late Claude Francois Girod, against A. Michoud, and others*, the legatees, and one of the dative testamentary executors of the late Nicholas Girod.

That on the seventh of November, 1842, the aforesaid complainants, and others of the aforesaid heirs, who then made themselves parties to the said bill, filed amendments to said bill, in which they shewed, and such your orator avers to be the fact, that Jean François Girod, jr., the son of Claude Marie Girod, and of the heirs for whom said original complainants sued, did, on the 25th January, 1842, apply to the district court for the first judicial district of the State of Louisiana, for the benefit of the insolvent law of said State, and made a surrender of his property to his creditors; that your orator was thereafter appointed the syndic of the creditors of the said Jean François Girod, jr.; that, by said surrender, all the property, of whatsoever kind, of said Jean François Girod, became vested in your orator, as syndic, for the benefit of the creditors of said insolvent; that among the property so surrendered by the said Jean François Girod, and vested in his creditors, were all his own rights, and the rights of his brother, the late Pierre Nicholas Girod, in and to the estate of said Claude Francois Girod, the said Pierre Nicholas Girod having died in the city of New Orleans on the first of September, 1841, leaving a testament executed before J. Cuvillier, notary public in and for the parish of Orleans, on the 6th February, 1841, which, after his death, was duly ordered to be executed by the court of probates, in and for the parish of Orleans, and by which he bequeathed all his property, of whatsoever kind, to the said Jean François Girod, jr.; and that, whereas, your orator is a citizen of the State of Louisiana, and the complainants being all aliens, cannot sue on his behalf, they prayed that he might be made a party defendant to this suit.

And your orator further shews, that in said bill it is alle*d*ged, and such is the fact, that François Quetant has been appointed, by the court of probates of the parish of Orleans, one of the dative testamentary executors of the late Nicholas Girod; that said Quetant is an alien, and he could, consequently, not be made a party defendant to said suit, although he resides in the State of Louisiana.

Your orator further shews, that he has answered said bill, and believing all the allegations contained therein, and in the amendments which have been filed thereto, to be true, he has prayed, in his answer, that the relief claimed by the complainants might be granted to them and their coheirs, and especially to your orator, as legal representative of the said Jean François Girod, one of the said heirs.

And your orator further shews, that he adopts and makes his own all the allegations and charges contained in said bill, and in the amendments thereto, and prays that they may be considered as a part of this cross bill

as much as if they had been at length transcribed therein; and he prays for the same decree and relief for which the said complainants have prayed in said bill.

And whereas the said François Quetant is one of the dative testamentary executors and legal representatives of the estate of Nicholas Girod, against which the decree of this court is prayed.

And whereas your orator cannot make the defendants to the original bill defendants to this cross bill, because they are either citizens of said State or aliens residing abroad, as appears from said bill.

May it please this honorable court to grant unto your petitioner the writ of subpœna, to be directed to the said François Quetant, as one of the dative testamentary executors and legal representatives of the estate of Nicholas Girod, commanding him, by a certain day, and under a certain penalty, therein to be inserted, to be and appear before your honorable court, and then and there to answer the premises; and further, to stand to and abide such order and decree therein as shall be agreeable to equity and good conscience.

Signed, J. F. PEPIN, *Syndic.*

And on the 12th March, 1844, the following entry was entered of record, to wit:

Tuesday, 12th March, 1844.

PARGOUD and als.
vs.
MICHOUD and als.

On this day J. F. Pepin, syndic of the creditors of Jean François Girod, jr., filed his cross bill against François Quitant.

And afterwards, to wit, on the 23d March, 1844, the following answer of Antoine Michoud was filed:

ANTOINE MICHOUD, et al.,
vs.
MADAME P. B. GIROD, widow Pargoud, et al.

To the honorable, the judges of the circuit court of the United States, for the fifth circuit, and eastern district of Louisiana, sitting in equity:

The answer of Antoine Michoud, of the city of New Orleans, herein acting as one of the dative testamentary executors of the last will and testament of the late Nicholas Girod, appointed by the honorable the court of probates in and for the parish and city of New Orleans, State of Louisiana, in the name of Jean Francois Girod, to the bill of complaint of Perrone Bernardine Girod, widow of Pierre Hector Pargoud, Rosalie Girod, widow of Phillip Adam, complaining and acting for themselves, and for other persons, their co-heirs, named in the said bill. This respondent, in his capacity aforesaid, now reiterates and adopts, as his answer to said bill of complaint, all and singular the reservations, allegations, admissions, and denials, set forth and contained in the answer which this respondent, together with William Freret, mayor of the city

of New Orleans, Samuel S. Relf, treasurer of the Charity Hospital of New Orleans, Joseph Marie Girod, Gabriel Montégut, Felix Grima, Jean Baptiste Dejan, ainé, Denis Prieur, Charles Claiborne, Mandeville Marigny, widow Sabatier, Alexis Fournier, Etienne Mazureau, E. Rivolet, and Claude Gurlie, all legatees of Nicholas Girod, deceased, filed on the 15th December, 1843, to said bill of complaint; and he respectfully prays that the said bill may be dismissed with costs.

Signed, L.S. DUVIGNEAUD,
C. ROSELIUS,
SOULE,
Of counsel.

And on the 23d of March, 1844, the following entry was entered of record, to wit:

PARGOUD and als.
vs. } No. 899.
MICHOUD and als.

Antoine Michoud, one of the defendants in this case, filed his answer to the bill of complaint this day.

And on the first of April, 1844, the answer of the Catholic Association for male orphans was filed, to wit:

PARGOUD and als.
vs.
MICHOUD and als.

To the honorable the judges of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, sitting in equity:

The New Orleans catholic association for the relief of male orphans, known by the name of Catholic Asylum, in obedience to the writ of subpœna served upon the right reverend Antoine Blanc, their president, come, and for answer to the bill of complaint of Peronne Bernardine Girod, of Jean Pierre Hector Pargoud, and Rosalie Girod, widow of Philip Adam, complaining and acting for themselves, and other co-heirs named in said bill, and to the amendments hitherto filed to said bill, making new parties thereto, and for other purposes, humbly sheweth:

That these respondents adopt, as their answer to said bill of complaint, all and singular the reservations, allegations, admissions, and denials set forth and contained in the answer which William Freret, mayor of the city of New Orleans, Samuel S. Relf, treasurer of the Charity Hospital of New Orleans, Joseph Marie Girod, G. Montamat, Felix Grima, Jean Baptiste Dejean, ainé, Denis Prieur, Charles Claiborne, Mandevill Mariny, widow Sabatier, Alexis Fournier, Etienne Mazureau, E. Rivolet, and Claude Gurlie, all legatees of Nicholas Girod, deceased, filed on the 15th December, 1843; wherefore they pray that said bill may be dismissed at complainants' costs.

Signed, D. SEGHERS,
M. V. SABATIER,
for the defendants.

And afterwards, to wit, the following entry was entered of record, to wit:

PARGOUD and als.
vs.
MICHOUD and als. } No. 899.

On this day the New Orleans Catholic Association, by their president, Bishop Blanc, [comes] and files their answer to the bill of complaint.

And on the 8th April, 1844, the following replication of J. F. Pepin, syndic, &c.:

To the honorable the judges of the circuit court of the United States, for the eastern district of Louisiana:

The replication of Jean François Pepin, syndic of the creditors of Jean Francois Girod, jr., complainant by cross-bill, to the answer of Francois Quitant, one of the dative testamentary executors of the late Nicolas Girod, defendant.

This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of said answer, for replication thereunto, saith, that he will aver and prove his said cross-bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable court may direct, and humbly prays, as in and by his said cross-bill he has already prayed.

Signed, J. F. PEPIN.

And on the same day the following replication was filed:

To the honorable the judges of the circuit court of the United States, for the eastern district of Louisiana:

The replication of Peronne Bernardine Girod, widow of Jean Pierre Hector Pargoud, of Rosalie Girod, widow of Philip Adam, of Louis Joseph Poidebard, and of Benoite Colline Nicoud, of Francoise Clementine Girod, the wife of Pierre Françoise Perrond, and by him duly authorized, of Marie Bernard Quitant, of Françoise Peronne Quitant, authorized by her husband, Jean Antoine Allard, of Marie Phillippine Rose Quitant, of Maurice Emelie Nicoud, and of Jean Berger, tutor of the Minor Jeanne Benoite Nicoud, complainants, to the answers of Rodolphe Rousseau, attorney for the absent heirs of the late Nicolas Girod, of Antoine Michoud, one of the dative testamentary executors of said Nicolas Girod, of François Quitant, also one of said executors, and of the right reverend Antoine Blanc, president of the Catholic Asylum, to the bill and its amendments herein filed, defendants.

These repliants, saving and reserving to themselves all and all manner

of advantage of exception to the manifold insufficiencies of said answers, for replication thereunto, say, that they will aver and prove their said bill, and the amendments thereto, to be true, certain, and sufficient in the law to be answered unto, and that the said answers of the said defendants are uncertain, untrue, and insufficient to be replied unto by these repliants; without this, that any other matter or thing whatever in the said answers contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true; all which matters and things these repliants are and will be ready to aver and prove as this honorable court shall direct, and humbly prays, as in and by their said bill, and the amendments thereto, they have already prayed.

Signed, JANIN & BENJAMIN,
Solicitors for complainant.

And on the same day the following answer of F. Quitant was filed:

Madame P. B. GIROD, widow Pargoud, et als.
vs.
ANTOINE MICHOUD, et al.

To the honorable the judges of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, sitting in equity:

The answer of François Quitant, of the city of New Orleans, herein acting as one of the dative testamentary executors of the last will and testament of the late Nicholas Girod, appointed by the honorable the court of probates, in and for the parish and city of New Orleans, to the bill of complaint of Peronne Bernardine Girod, widow of Jean Pierre Hector Pargoud, Rosalie Girod, widow of Philip Adam, complaining and acting for themselves, and for other persons, their co-heirs named in the said bill, and also to cross-bill of complaint of Jean Firmin Pepin, by which this respondent is made a party defendant herein.

This respondent, in his capacity aforesaid, adopts as his answer to said bills of complaint, all and singular the reservations, allegations, admissions, and denials set forth and contained in the answer which Antoine Michoud, together with William Freret, mayor of the city of New Orleans, Samuel S. Relf, treasurer of the Charity Hospital of New Orleans, Joseph Marie Girod, Gabriel Montamat, Felix Grima, Jean Baptiste Dejan, ainé, Denis Prieur, Charles Claiborne, Mandeville Marigny, widow Sabatier, Alexis Fournier, Etienne Mazureau, E. Rivolet, and Claude Gurlie, all legatees of Nicholas Girod, deceased, filed on the 15th December, 1843, to said bills of complaint. Wherefore, this respondent respectfully prays, that said bills may be dismissed with costs. And he will ever pray, &c., &c.

C. ROSELIUS,
DUVIGUNNE,
SOULEY.

And on the same day the following answer of R. Rousseau was filed:

Madame P. B. GIROD, widow Pargoud, et al.
vs.
ANTOINE MICHOUD, et al.

To the honorable the judges of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, sitting in equity:

The answer of Rodolph Rousseau, of the city of New Orleans, herein acting as attorney and counsellor at law, appointed by the honorable the court of probates, in and for the parish and city of New Orleans, to represent the absent heirs of the late Nicolas Girod, the bill of complaint of Peronne Bernardine Girod, widow of Jean Pierre Hector Pargoud, Rosalie Girod, widow of Philip Adam, complaining and acting for themselves, and for other persons, their co-heirs, named in the said bill.

This respondent, in his capacity aforesaid, adopts as his answer to said bill of complaint, all and singular the reservations, allegations, admissions, and denials set forth and contained in the answer of Antoine Michoud, William Freret, mayor of the city of New Orleans, Samuel S. Relf, treasurer of the Charity Hospital of New Orleans, Joseph Mari Girod, Gabriel Montamat, Felix Grima, Jean Baptiste Dejean, ainé, Denis Prieur, Charles Claiborne, Mandeville Marigny, widow Sabatier, Alexis Fournie, Etienne Mazureau, E. Rivolet, and Claude Gurlie, all legatees of Nicolas Girod, deceased, filed on the 15th December, 1843, to said bill of complaint. Wherefore, this respondent reserving to the heirs whom he represent all their rights, respectfully prays that the said bill may be dismissed, with costs, or that such a decree may be rendered in the premises as will comport with the justice and equity of the case, and he will ever pray, &c.

Signed, R. ROUSSEAU.

And afterwards, to wit, the following entry was entered of record:

Monday, April 8th, 1844.

PARGOUD and als.
vs. No. 899.
MICHOUD and als.

On this day, F. Quitant, one of the defendants, files his answer to the bill of complaint. R. Rousseau, on this day, files his answer to the bill of complaint. Replication of complainants to the answers of Rousseau, attorney for absent heirs. A. Michoud, F. Quitant, dative testamentary executors of Bishop Blanc, president of the Catholic Asylum. Replication of complaint, J. F. Pepin, syndic, &c., to the answer of François Quitant.

Admissions of plaintiffs and defendants, filed 29th April, 1844.

PARGOUD,
vs. *Admissions of Plaintiffs.*
MICHOUD.

1st. Jean François Girod, sr., died, leaving a will in favor of Jean François Girod, jr., of Paris, and the share of the complainants, M'mes

Pargoud and Adam, in the estate of Claude François Girod, remained as it previously was, to wit, one eighth.

2nd. The complainants will contest no portions of the account rendered by the testamentary executors of C. F. Girod, to the court of probates in 1817, except the individual claims of the said two executors, and the judgments obtained on them.

3d. The heirs of Claude François Girod, with the exception of Nicolas Girod and Jean François Girod, jr., resided in Europe.

4th. All the legatees of Claude François Girod resided in Europe, except the Parish Church of Assumption, Françoise Wiltz, Françoise, the daughter of Rosette, Celan, the wife of Mellion, and Pauline and Dominick, who resided in Louisiana.

5th. The lots of which Nicholas Girod has made a donation to the Poydras Asylum, were worth, at the time of said donation, $35,000, or thereabouts.

6th. Nicolas Girod always resided in Louisiana, and never went to Europe after his settlement in this city under the Spanish government.

7. All the letters mentioned in the printed answer, from page 27 to 38 inclusive, are admitted to be genuine, and the translations of parts thereof, in said answer, are admitted to be correct; but the complainants will require complete translations of them to be prepared, and they reserve the right of objecting to their admissibility on other grounds, if any they have.

8. Hippolyte Pargoud was brought to Louisiana by his uncle, Jean Francoise Girod, jr., and has resided with him in Ouchita up to the year 1821, when said uncle went to Paris.

9. The residence of M'me Adam, of M'me Quetand, and of Jacqueline Poidebard, the wife of Joseph Rivolet, was at Thônes, in Savoy.

10. The age of Jean François Girod, jr., now residing at Paris, is 72. He is unmarried. Has no other heirs-at-law except the complainants, and some relatives of the same degree, or their legal representatives. He is on good terms with the complainants, and he and Hippolyte Pargoud, the attorney in fact of the complainants, are intimate friends, and Antoine Michoud is his attorney in fact.

11. The two acquittances of M'mes Pargoud and Adam, mentioned in the answer, and since deposited in court, are admitted to be genuine, and the said complainants were, in executing them, authorized and assisted by their husbands.

12. Hippolyte Pargoud is a man of good business habits, attentive and intelligent. He visited his family in 1827 and 1835, but at each visit staid but a very short time with them. In 1837, he obtained a power of attorney from his mother, authorizing him to claim and recover her share in the estate of Claude François Girod. It was shown to Antoine Michoud, to be by him attested or legalized, as Sardinian counsel, but it was not made use of. Hippolyte Pargoud demanded and obtained another, which was executed before a notary public on the 18th May, 1840. From the time he received the first power, he made no secret of his intention of bringing a suit against his uncle Nicolas, and after re-

ceiving the second power, when making the inventory at Lafourche, where he was present, he said, that if there had been a will or testament made by his said uncle, he would have sued his succession in the name of his mother.

13. The letters which have been heretofore deposited by the defendants in the hands of the clerk of the court, are genuine, and all signed by the parties in whose names they are written. But the complainants reserve all other objections to their admissibility, and if they are admitted in evidence, they must be translated.

14. The will of Nicolas Girod was not known when the said inventory was made at Lafourche; it was discovered to exist some time thereafter.

15th. By the laws of the Dutchy of Savoy, Hyppolite Pargoud is a forced heir of his mother, Peronne Bernardine Pargoud, one of the complainants.

16. Nicolas Girod was the eldest of the family. He was years old when he died.

17. In November, 1833, Nicolas Girod made a present to Philippine Poidebard, his niece, (widow Nicoud,) of the sum of 3,240 francs, equal to $648; and in March, 1834, he made her another present of 22,000 francs, equal to $4,400—both which presents she received.

Signed, J. P. BENJAMIN, *for compl'ts.*

And on the 29th of April, 1844, the following admissions of defendants *was* filed.

Admissions of defendants.

PARGOUD, vs. MICHOUD.

1st. Denise Philippine Poidebard, the widow of Pierre Nicoud, died in August, 1841, leaving 3 legitimate children, viz: Benoite Colline Nicoud, Maurice Emilie Nicoud, and Jeannie Benoite Nicoud, the last of whom is a minor, Jean Berger is her tutor. All these parties, as well as Louis Joseph Poidebard, never were in the United States.

2d. The allegations in the answer of Jean Firmin Pepin, as syndic of Jean Frangois Girod, jr., concerning the transmission of the latter's interest in the subject matter of this suit, are correct, viz: that Pierre Nicolas Girod died at New Orleans, on the 1st September, 1841, leaving a testament, by act before Joseph Cuvillier, notary public, of the 6th February, 1841, by which he bequeathed all his property to the said Jean Francois Girod, jr., his brother. The said Jean Francois Girod, jr., made a cession of property in the district court of the 1st judicial district, on the 25th of January, 1842, that thereby the interest of both Pierre Nicolas and Jean Frangois Girod, jr., is vested in the creditors of the said Jean Francois Girod, jr., and that said Jean Firman Pepin is the syndic of the said creditors.

3. All the property described in the inventory of the estate of Nicolas

Girod, as being situated in the second municipality, is derived from the estate of Claude François Girod. Nicholas Girod never improved this property, but leased it to John F. Miller, by 2 acts passed before L. T. Caire, notary public, on the 9th of May, 1829, and the 30th April, 1831, each of these leases is for the space of 20 years, and for an annual rent of $3,000.

4th. The age of Jean Baptiste Dejan, ainé is 67 years, and that of Claude Gurlie 72 years. The former is a native of New Orleans, the latter has resided in New Orleans 48 years, and was intimate with Nicolas Girod as early as 1814.

5. Nicolas Girod never cultivated or occupied any of the lands mentioned in the bill as situated on Bayou Lafourche, except the plantation, but made levees on those lands.

6. The Bouvard family resided, in 1813, and has ever since been residing, at or near Bordeaux, in France.

7. The age of Etienne Rivolet, one of the legatees of N. Girod, is 40 years. He is not related to the Girod family, except by his brother, who married Jaqueline Poidebard, one of the nieces of Claude François Girod, the testator, and who is therefore his sister-in-law.

Signed, MAZUREAU, *for defendants.*

And on the 29th of April, the following was offered in evidence and filed.

United States circuit court.

WIDOW PARGOUD and others, vs. ANTOINE MICHOUD and others. } In chancery.

Admissions and agreements between the parties.

1st. Admitted that one Joseph Gaubuan, and one Corrino, witnesses on the part of the defendants, would, on being examined upon their oaths, declare, that it was to the perfect previous knowledge, and with the consent and authorization of Jean François Girod, jr., one of the testamentary executors of Claude François Girod, that Simon Laignel did bid and become the purchaser, at the public sale made by the register of wills, in the city of New Orleans, of the faubourg and city property belonging to said Claude François Girod, after his death; and further, that it was also to the perfect knowledge, and with the consent and authorization of said Jean François Girod, that afterwards the said Simon Laignel sold the same property to Nicolas Girod, the co-testamentary executor of said Jean François.

2d. All objections are waived, which might have been made in consequence of the answers of the defendants, to whom interrogatories have been administered and propounded, being sworn to before justice Jackson; and it is agreed, that the said answers, so sworn to, shall have the same force and effect, as if they had been sworn to before the proper officer.

Signed, L. JANIN.

New Orleans, 29th April, 1844.

Filed 1*st May*, 1844.

PARGOUD, vs. MICHOUD.

It is admitted, that in 1814 and 1815, probate sales in Louisiana, and even private sales, were generally made on a credit.

Signed, MAZUREAU.

New Orleans, May 1st, 1844.

And on the 29th of April, 1844, the following entry was entered of record, to wit:

Monday, April 29th, 1844.

PARGOUD and als., vs. MICHOUD and als. No. 899.

This cause came on for trial before the court this day, L. Janin, T. P. Benjamin, and J. F. Pepin, esquires, for complainants; and E. Mazureau, J. R. Grymes, and Eustis, esquires, for the defendants; when, after some progress in the evidence therein, the same was continued until to-morrow at ten o'clock, A. M.

And on Tuesday, the 30th of April, 1844, the following entry was entered of record, to wit:

Tuesday, April 30th, 1844.

PARGOUD and als., vs. MARCHOUD and als. No. 899.

The hearing of the case was this day resumed before the district judge, when, after some progress in the cause, it was continued until to-morrow at ten o'clock.

And on Wednesday, the 1st of May, 1844, the following entry was entered of record, to wit:

Wednesday, May 1st, 1844.

M'ME PARGOUD and als., vs. A. MICHOUD and als. No. 899.

The trial of this cause was resumed this day; whereupon, the complainants proceeded to offer evidence, which was ordered to be filed, and the defendants adduced a portion of their evidence, which was also directed to be filed, when, after considerable progress in the argument of counsel of defendants, the case was continued until to-morrow.

And on the 2nd of May, 1844, the following entry was entered of record, to wit:

PARGOUD and als., vs. MICHOUD and als. Tuesday, 2d May, 1844.

By consent of parties, this case is continued until to-morrow at ten o'clock, A. M.

And on the 3rd May, 1844, the following entry was entered of record, to wit:

Friday, May 3rd, 1844.

PARGOUD and als.,
vs.
MICHOUD and als.

The trial of this cause was resumed this day, before the district judge; whereupon, after some considerable progress, the case was continued until to-morrow at ten o'clock, A. M.

And on the 6th May, the following entry was entered of record, to wit:

Monday, 6th May, 1844.

PARGOUD and als.,
vs.
MICHOUD and als.

This cause was this day resumed before the district judge; when, after some considerable progress, the further consideration thereof was postponed until Saturday next, at 9 o'clock, A. M.

And on 11th May, the following entry was entered of record, to wit:

Saturday, May 11th, 1844.

PARGOUD and als.,
vs.
MICHOUD and als.

This cause was this day resumed before *before* the court; when, after some considerable progress therein, the further consideration thereof was postponed until Monday next, at ten o'clock, A. M.

And on 13th May, the following entry was entered of record, to wit:

Monday, May 13th, 1844.

PARGOUD and als.,
vs.
MICHOUD and als.

This cause was resumed before the court; when, after some considerable progress, the further consideration thereof was postponed until to-morrow at nine o'clock, A. M.

And on the 15th May, the following entry was entered of record, to wit:

Wednesday, May 15th, 1844.

PARGOUD and als.,
vs. No. 899.
MICHOUD and als.

Cause continued until to-morrow at 9 o'clock, A. M.

And on the 16th May, the following entry was entered of record, to wit:

Thursday, May 16th, 1844.

PARGOUD and als.,
vs.
MICHOUD and als.

The hearing of this case, continued from the 13th instant, was resumed

before the court; when, after considerable progress therein, the further consideration thereof was continued until to-morrow at 9 o'clock, A. M.

And on the 17th May, 1844, the following entry was entered of record, to wit:

Friday, May 17th, 1844.

PARGOUD and als., vs. MICHOUD and als.

This case was this day resumed before the court; when, after considerable progress therein, the further consideration therein was postponed until to-morrow at nine o'clock, A. M.

And on Saturday, May 18th, the following entry was entered of record, to wit:

Saturday, May 18th, 1844.

PARGOUD and als., vs. MICHOUD and als. No. 898.

This cause was this day resumed before the court, continued from yesterday; when, after considerable progress therein, the further consideration thereof was postponed until Monday next, at nine o'clock, A. M.

And on the 20th May, 1844, the following entry was entered of record, to wit:

Monday, May 20th, 1844.

PARGOUD vs. MICHOUD.

This case was this day resumed before the court, when, the argument of counsel having closed, the court took the case under advisement.

PARGOUD and als. vs. MICHOUD and als.

It is agreed, on behalf of all the parties to this suit, that all the documents in the French or Spanish language which were introduced in evidence in this suit, shall be translated by Gustave Legardeur, esquire, and accompanied by an index; and the translations attested by him as true and faithful translations of the originals, shall be copied as a part of the record, to be prepared for the appeal in lieu of the originals, and it shall not be necessary to copy said originals in the said record.

Signed, LS. JANIN,
Of counsel for complainants.

Signed, JNO. R. GRYMES,
For defendants.

An index of the documents translated, as per the foregoing agreement.

1. Account rendered by test. ex'rs of C. F. Girod.
2. Inventory of property in parish Orleans, of C. F. Girod.

3. Proceedings in court of probates in parish of Orleans.
4. Opposition of M'de Pargoud in court of probates.
5. Act of sale of house and land to Laignel.
6. Act of sale of " " from Laignel to N. Girod.
7. 2 leases from N. Girod to J. F. Miller.
8. Judicial adjudication to C. St. Felix.
9. Act of sale of property from St. Felix to N. Girod and J. F. Girod.
10. Acceptance of succession, with benefit of inventory.
11. Proceedings in parish court, N. Girod vs. J. F. Girod, ex'r, & als.
12. Mortuary proceedings of C. F. Girod in parish Assumption.
13. Proceedings in parish court, of J. F. Girod vs. N. Girod, executor, and al.
14. Inventory of succession, N. Girod, parish Orleans.
15. Will of Nicolas Girod.
16. Sale of plantation, J. F. Girod to Nicolas Girod.
17. Transaction and partage entre les Heretiers Gravier and N. Girod.
18. Letter from Jacquelin Poidebard, dame Rivolet.
19. " Phillippine Poidbard, dame Nicoud.
20. " Rosalie Poidbard.
21. " Sylvester Poidbard.
22. " the Priest, (Girod Curé.)
23. " the Priest, (Girod Curé.)
24. " M'de Pargoud.
25. " M'de Pargoud.
26. A draft or copy of a letter from N. Girod to Jean F. Girod.
27. Renunciation of M'de Pargoud.
28. Renunciation of M'de Adam.

I hereby declare that I have translated the foregoing 28 documents, or so much thereof as was in the French language, from the French into the English language, and that said translations are faithful and correct.

Signed, G. LE GARDEUR.

Sworn and subscribed, before me, this 22nd October, A. D. 1844.

For D. N. HENNEN,

Signed, J. Q. A. HOIT,

Deputy clerk.

The following documents, offered in evidence on the trial of the cause by the complainants.

On this, the twenty-sixth day of the month of February, in the year of our Lord one thousand eight hundred and fourteen, and of the independence of the United States the thirty-eighth, at the hour of four, I, Jean Baptiste Marc Briere, deputy register of wills for the parish and city of New Orleans, did, at the request of Messrs. Nicolas Girod and Jean François Girod, testamentary executors of the late Claude François Girod, repair to St. Mary, there to take the inventory, description, and appraisement of the houses and lots belonging to said succession; and there I found and met with Nicolas Girod, one of the testamentary executors aforesaid, Mr. Charles Robert Caune, attorney at law, ap-

pointed by the court to represent the absent heirs, and Messrs. Prosper Prieur and Sebastian Blondeau, appraisers by me appointed and duly sworn, who promised, under oath, to well and faithfully perform the duties of their trust; and we have, in the presence of the persons aforenamed, proceeded in the manner following, to wit:

First. The following five lots were pointed to us as belonging to said deceased, to wit:

Number one, measuring sixty feet front on the river, by one hundred and twenty feet deep and front on Girod street.

Number two, being sixty feet front on the river, by one hundred and twenty feet deep.

Number three, being sixty feet front on the river, by one hundred and twenty feet deep.

Number four, being also sixty feet front on the river, by one hundred and twenty feet deep.

And lastly number five, measuring sixty feet front on the river, by one hundred and sixty feet deep. Which said lots were valued by said appraisers at the sum of sixteen hundred dollars each, making in all eight thousand dollars.

	$8,000 00
Also another lot of ground, being No. nine of same square, and measuring ninety-six feet on Girod street, by three hundred feet in depth, with sundry old buildings and wooden stores thereto belonging; the whole valued by said appraisers at the sum of sixteen hundred dollars - - - - -	1,600 00
Also another lot of ground, being No. ten of same square, and measuring sixty feet on Magazine street, by one hundred and sixty feet in depth: which lot, with the buildings thereon, was valued by said appraisers at the sum of sixteen hundred dollars - - -	1,600 00
Also another lot of ground, being No. eleven of same square, and measuring sixty feet front on Magazine street, by one hundred and sixty feet deep; which lot, with the buildings thereon, was valued by said appraisers at the sum of sixteen hundred dollars -	1,600 00
And without turning aside to other acts, I, the said deputy register, did, together with said parties and witnesses, repair to St. Charles street in same suburb; where being, we have been shewn, as belonging to the deceased Claude François Girod, a lot of ground measuring eighty-seven feet front on Brick-yard street, two hundred feet front on St. Charles street, and three hundred and twenty feet in depth, said lot being fenced in; which lot was valued by said appraisers at the sum of nine hundred dollars - -	900 00

Next, and without turning aside to other acts, I proceeded, with said parties and witnesses, to Saint Louis street, in this city; where being, we were shewn, as belonging to said deceased Claude Francois Girod, a half lot, forming the corner of Chartres and St. Louis streets, measuring sixty feet on the former, by ninety-eight feet deep and front on the latter street; on said lot there exists a house of about forty-five feet on Saint Louis street, composed of a basement divided into two stores, a large and a small one, and of three fire-rooms above stairs, and a store; the same being covered with tiles, and made up with bricks; in the yard two kitchens, and two small rooms above stairs, a small store and shed; which said lots and buildings were valued by said appraisers at the sum of fourteen thousand dollars - - - - -	14,000 00
	$27,700 00

And whereas nothing else was presented unto us to be herein inventoried as belonging to said succession; and whereas the said Nicolas Girod has declared, under oath, that, to his knowledge, the above is all that belongs to the same, I, deputy register aforesaid, have closed and terminated the present inventory, and after reading thereof, we ascertained the sum of twenty-seven thousand seven hundred dollars to be the amount of the appraisement of the above inventoried objects which were left to the care of Nicolas Girod, one of the testamentary executors, who acknowledges the same and takes charge thereof, and has signed with the witnesses and me, the day, month, and year, afore written.

Signed, NICOLAS GIROD,
R. CAUNE,
PROSPER PRIEUR,
BLONDEAU BRIERRE,
Deputy register.

A true copy, signed—

And on this ninth day of the month of April, in the year of our Lord one thousand eight hundred and fourteen, and of the independence of the United States of America the thirty-eighth, at the hour of ten A. M., I, Jean Baptiste Marc Briere, deputy register of wills for the city and parish of New Orleans, did repair to suburb Saint Mary, for the purpose of selling to the highest and last bidder the houses and lots *the houses and lots* belonging to the succession of the late Claude François Girod, and there being, we did find and meet with Mr. Nicolas Girod, one of the testamentary executors of the deceased, and Charles Robert Caune, attorney at law, appointed by the court to represent the absent heirs. Whereupon, in their presence, and in that of Prosper Prieur and Sebas-

tian Blondeau, witnesses hereto required, I did proclaim the said sale in a loud and audible voice, and on the following terms and conditions, to wit:

Cash.

First. We have exposed to sale six lots, situated in the same square, and designated by the numbers 1, 2, 3, 4, 7, and 9.

Lot No. one, measuring sixty feet front on the river, by one hundred and twenty feet deep and front to Girod street.

Lot No. two, measuring sixty feet on the river, by one hundred and twenty feet deep.

Lot No. three, measuring also sixty feet front on the river, by one hundred and twenty feet deep.

Lot No. four, measuring also sixty feet on the river, by one hundred and twenty feet deep.

Lot No. seven, measuring sixty feet on the river, by one hundred and sixty feet deep.

Lot No. 9, measuring ninety-six feet on Girod street, by three hundred feet deep, together with the old buildings and wooden stores thereon; which said six lots were adjudicated to Mr. Simon Laignel for the sum [of] sixteen thousand dollars each, making in all nine thousand six hundred dollars.

	$9,600 00
Next we offered for sale two lots, situated in the same square, designated as lots Nos. ten and eleven, and measuring, to wit, lot No. ten, sixty feet front on Magazine street, by one hundred and sixty feet deep, and lot number eleven, sixty feet on Magazine street, by one hundred and sixty feet deep; which two lots, with the buildings thereon, were adjudicated to Mr. Simon Laignel for sixteen hundred dollars each, *a* thirty-two hundred dollars - - - -	3,200 00
Also a lot of ground, measuring eighty-seven feet on Brick-yard street, two hundred feet on St. Charles street, and three hundred and twenty feet in depth, said lot being fenced in; the same was adjudicated to Mr. Simon Laignel for nine hundred dollars -	900 00
And without turning aside to other acts, I next proceeded with the said parties, and witnesses, to the new Exchange, for the purpose of exposing for sale another house, belonging to the late Claude François Girod, and there at the hour of twelve, M., the aforesaid sale was by me proclaimed, in a loud and audible voice, as follows, to wit:	
Conditions of the sale—cash.	
A half lot, forming the corner of Chartres and St. Louis streets, measuring sixty feet on the former, and ninety-	

eight feet on the latter street; together with a house, forty-five feet long, fronting St. Louis street, the same being covered with tiles, and built with bricks, and composed of a basement, divided into two stores, a large and a small one, and of three fire-rooms, up stairs, and one store; and also, in the yard, two kitchens, and two rooms above stairs, one small store, a shed, &c. The whole adjudicated to Mr. Simon Laignel, for the sum of fourteen thousand dollars -	$14,000 00
	$27,700 00

And there remaining nothing else to be sold belonging to said succession, I, deputy register, aforesaid, closed and terminated the present process verbal. And after reading thereof, we ascertained the amount of said sale to be twenty-seven thousand seven hundred dollars, which sum was left by us in the hands of the said Nicolas Girod, testamentary executor aforesaid, who acknowledges the same, takes charge thereof, and has signed with the parties, the witnesses, and me, deputy register, the day, month, and year aforewritten.

(Signed) BLONDEAU,
PROSPER PRIEUR,
R. CAUNE, *Attorney.*
N. GIROD,
Testamentary executor.
BRIERRE,
Deputy register.

Account rendered by Nicolas Girod and Francois Girod, of the settlement by them, as testamentary executors of the succession of Claude Francois Girod, their brother, as follows, to wit:

RECEIPT.

1814. Feb'y 18	Amount of the judicial sale of the landed property, moveables, slaves, &c., in the district of Lafourche, as per annexed account - -		84,755 40	
	To be deducted.			
	Paid the fees of the parish judge of Lafourche - - - -	$362 00		
	Paid the public crier - - -	10 00		
	the advertisements in the papers	16 00		
			388 00	
	Amount of the judicial sale of the houses and lots in New Orleans, as per the annexed account of the court of probates - - - -		27,700 00	$84,367 40
	To be deducted - - - - -		281 75	
	Paid the costs of the probate court - -		281 75	
			27,418 25	

	Amount of four shares in the Louisiana bank stock, sold for	$400 00	
	Amount due by sundry persons, according to the inventory by the judges, and by us advanced	9,251 41	
			37,069 66
			$121,437 66
	EXPENSES.		
1813. Dec'r 2	Paid the legacies made by the deceased in his testament, to wit:		
	Paid to the mulatto woman, Francoise Wiltz, the amount of her legacy	6,500 00	
	Paid to Francoise, the deceased god-daughter, the amount of her legacy	1,500 00	
	to the mulatto woman, Melaine Aillor, do.	200 00	
	to her sister, do.	200 00	
	to the parish of Lafourche, ditto	500 00	
	to Jacques Antoine Girod's agents, do.	4,000 00	
			12,900 00
	Paid the following notes, due by the succession—		
	Françoise, the deceased god-daughter's note—		
	Capital $276 75		
	18 months' interest 41 60		
		318 15	
	His note to the order of Cajus, endorsed by Gurlie and Guillot	4,000 00	
	note to the order of Wakins	235 00	
	to the Louisiana bank	4,300 00	
	to Mrs. widow Durel	2,809 00	
	Pierre Aubert	182 37½	
	order of Watkins	186 00	
	Boreé's order	2,378 88	
	order of widow Toledano, wife of Fremont 2,875 00		
	10 months interest on the last note, a 10 per cent. 233 05		
		3,128 05	
	Marie Louise, including the interest	323 44	
	J. B. Bondrean	220 00	
	Watkins, with costs of suit	330 00	
	Father Antonio	5,000 00	
	Peytavin, for purchase of negroes	1,928 00	
	estate of Jaques Motter, for a purchase of negroes	2,235 00	
	note to Berard of Attakapas, for the purchase money of some slaves	5,600 00	
	draft, order of Pierre Dadet	71 00	
	Jean Harvey	25 00	32,629 89½
	Bills paid and payments made for account of the succession.		
	Paid to Barbin, carpenter, his wages for several years, as per accepted account	870 00	
	his doctor, as per account	500 00	
	a judgment for having neglected to have the levee and road in front of the plantation, made and repaired	425 00	
	M. Paeand, for sundry written settlements made for C. F. G.	300 00	
	Correjalles, bricklayer, for sundry works on the plantation	82 00	
	Courvier, for stores for the plantation, as per account	487 25	

	Paid for a for the negroes, and a kettle for the flat boat	$16 10
	10 pairs of blankets, *a* $12 50	125 00
	5 capots, a kind of overcoat	25 00
	a piece of Russia	38 00
Dec'r 11	2 negroes, for assisting in bringing the flat-boat in	14 00
27	a box of soap, and three bottles of oil	17 12
1814. Jan. 3	for blankets and capots	150 00
	50 pounds of tallow	9 37½
	anchorage for flat-boat	3 00
	Clermont, for making the sugar	400 00
	two discounts to Louisiana bank, on $4,300, and 2 stamps	94 10
March 12	Judge Preval for a declaration on a counterfeit note	5 00
	to P. Bayet for casks—this account had long been due	10 00
	to Duga, a due bill of C. F. Girod	28 00
	parish taxes on the city property in 1833	20 90
	State taxes in 1812	47 80
	city taxes in 1812	47 80
June 30	to P. Norris a keg of nails, bought February 17th, 1813	41 70
6	the sheriff for appointment of the attorney for absent heirs	3 50
Sept'r 10	taxes of 1813 on part of the Lafourche property	252 58½
1815, Feb'y 22	Dufilho, druggist, his bill	73 83½
	the attorney at law for 3 petitions in the case of Watkins & Peytavins	42 00
	the same for 3 petitions praying for the sale of the property, including his fees for attending to said sales, and to the appraisement of the city property	70 00
	Judge Carlier for a power of attorney and copy	5 00
August 9	a bill for lumber to Cantrell's executor	93 18
	Courrié, for his salarie up to date of sale	375 00
	St. Felix La Belle for balance of his administration, and for setting up the kettles before the sale $1,367 25	
	Amount due by him 180 38	
		1,186 87
August 13	Paid to Malus, blacksmith, divers works for the sugar plantation in 1813	17 00
	to Hennen, attorney at law, for attending to the cases of Watkins and Hawkins	50 00
	Haricot, blacksmith, for sundry works on the sugar plantation	66 00
	to Colas, balance of his salaries	100 00
	to Nicolas Girod, as per annexed account, approved by the judge	40413 09
	to F. Girod, as per annexed account, approved by the judge	8,253 20
	to F. J. Girod for flour, as per sworn account	219 50
	Exnicios, doctor, by note $292 05	
	For visits on the plantation 114 00	
		406 05
	Paid to Mrs. Widow Bourg, for the purchase money of same slaves	504 00

Due to the succession of André Thullery, as appears from the books of C. F. Girod -	$121 00	
to the succession of Nicholas Amiot, as appears from said books - - -	461 37	
		$56,475 37½
Amount of the expenses - -	-	$102,645 27
Recapitulation.		
Receipt - - - - -	-	121,437 06
Expenses - - - - -	-	102,645 27
		$18,791 79

We certify the above account to be true.
New Orleans, 23d May, 1817.
Signed, N. GIROD,
Testamentary executor.
Signed, JN. F. GIROD.
A true copy:
Signed, AND. D. DOURICOURT, *D. R.* [L. S.]

To the honorable James Pitot of the court of probates, the petition of Nicolas Girod, and Jean François Girod, humbly sheweth:

That the late Claude François Girod, their brother, who died in the parish of Assumption, of Lafourche, on the has, by his testament, dated *April* 30, April, 1812, and recorded in the probate court by the order of the honorable François Conaisier, judge thereof, on the appointed your petitioner to be his testamentary executors and detainers of his estate, with power and authority to cause an inventory of said estate to be made as to them may seem proper, and cause his property to be sold to their satisfaction, and for the best interest of the heirs. Wherefore your petitioners pray this honorable court to order that several lots and houses, situated in suburb Saint Mary, and the half of a house, situated in this city, be inventoried as making part of the succession of the deceased; and further, that Charles Robert Caune, attorney at law, be appointed to represent the absent heirs, and justice will be done.

Signed, N. GIROD,
Testamentary Executors.

Copied from the original in English.

Order.

Let the inventory be taken as prayed for, according to law, and let Mr. Charles Robert Caune, attorney, be appointed to represent the absent heirs.
New Orleans, February 8th, 1814.
Signed, JAS. PITOT, *Judge.*

Translated from the original in French.

To the honorable James Pitot, judge of the court of probates, the petition of Nicolas and Jean François Girod, testamentary executors of the late Claude François Girod, humbly sheweth:

That, in conformity with the order rendered by this honorable court, they have caused an inventory to be made by the register of said court of all the property left by the deceased in this parish, and amounting, according to the appraisement made thereof, to the sum of twenty thousand seven hundred dollars, being the amount of eight lots, and a piece of ground, situated in this city, at the corner of St. Louis and Chartres streets, as the whole appears from said inventory deposited in the clerk's office of said court. Petitioners further shew that the succession of their late brother Claude François Girod is indebted in a sum of sixty thousand dollars, or thereabouts, being the amount of the legacies and debts left by the deceased, which it is necessary to pay without delay. Wherefore petitioners pray this honorable court to order that the said piece of ground and eight lots be sold for cash, as also the said house, which, belonging in common to the succession and one of the petitioners, cannot be conveniently divided without loss or inconvenience to the owners; and petitioners further pray that the present petition be served upon the attorney appointed to represent the absent heirs, so that the law be complied with, and justice will be done.

Signed, N GIROD, *Mayor.*

Copied from the original in English.

As attorney representing the absent heirs of the said late Claude Francois Girod, I have no objections to the petitioners' demand.

Signed, R. CAUNE,
Attorney for absent heirs.

New Orleans, March 4th, 1814.

Order.

Let Mr. C. R. Caune, attorney appointed by the court to represent the absent heirs of said Claude François Girod, be notified to shew cause why the prayer of this petition should not be granted.

Signed, JS. PITOT.

New Orleans, March 3rd, 1814.

Order.

Let the sale be made as prayed for.

New Orleans, March 5th, 1814.

Signed, JS. PITOT, *Judge.*

To the honorable J. Pitot, judge of probates in and for the city and parish of New Orleans, Nicholas Girod and Jn. Francois Girod, testamentary executors of C'de François Girod, both of this State of Louisiana, humbly shew:

That they have liquidated the estate of the said C. F. Girod, and that they annex hereto an account of the sales and proceeds of said estate, and also of the expences, debts due by the said estate and charges, by

which it appears that they hold now into their hands a fund of eighteen thousand seven hundred ninety-one dollars and 79 cts., it being the net proceeds of said estate.

Your petitioners further shew, that they have been duly appointed and constituted attorneys in fact by Jn. Frs. Girod, Philippine Poidebal, daughter of Frs. Girod Poidebal, deceased, Therese Girod, wife of A. M. Quitant, and by him duly authorized, Rosalie Girod, wife of P. Adam, and by him duly authorized, M. Paris, of C'de Marie Girod, brother of the deceased C'de Frs. Girod, as mother and tutrix of her five legitimate children, Bernardine, daughter of J. Fs. Girod, deceased, wife of J. C. Hector, and by him duly authorized, Claudine Girod, daughter of the deceased, Françoise Girod, wife of Fs. Bouvard, and by him duly authorized, and Marie Rosalie Girod, also daughter of the said Fse. Girod, to represent their rights and actions in said estate, and to settle and liquidate the same; that the said constituents and your petitioners are all co-heirs, although not entitled to the same share in said estate of the said C'de Fs. Girod, and that there may be still some absent heirs unknown unto your petitioners, whom it will be necessary to represent. And your petitioners further shew, that they do approve, in the name of their constituents, the said account, and that your honor is to approve and homologate the same according to law. And your petitioners further shew, that they are ignorant of the name of the heirs not represented, if any, and who have not yet, to the knowledge of your petitioners, constituted and appointed any attorney in fact, and that Mr. Caune, who had been appointed by this court to represent them, is gone from this country, and that therefore another counsel is to be appointed by this court to the said absent heirs in case there is any. Wherefore, your petitioners pray that your honor may appoint a counsel to the said absent heirs, and that the said counsel be cited to shew cause within ten days why the said account should not be finally approved and homologated according to law.

Signed, P. L. MOREL, *Atty. for Petitioners.*

Order.

Let Mr. Michael de Armas be appointed defensor to the absent heirs of the said deceased who are not represented, and let [it] be notified to said defensor to shew cause, within ten days, why the account hereto annexed should not be approved, and the petitioners discharged.

New Orleans, May 13th, 1817.

Signed, JS. PITOT, *Judge.*

Order.

After hearing, the court order and decree, that the account rendered by the executor of the late Claude François Girod be homologated the said executors, upon the balance in their hands, being bound to pay the different legacies, and moreover to procure vouchers of the five hundred dollars paid to the widow Bourg, the sum of fifty dollars being allowed to Mr. Michael de Armas, defensor of the absent heirs of the said deceased, for his professional services in this case.

New Orleans, May 30th, 1817.

Signed, JS. PITOT, *Judge.*

Answer filed May 20th, 1817.

The answer of Michel de Armas, defensor to the absent heirs of the late Claude F. Girod, to the petition of Nicolas Girod and Jn. F. Girod, testamentary executors of the said Clde. Frs. Girod.

This defendant in answer to the said petitioners says, that he cannot ascertain whether the several items of the account annexed to the said petition are correct, unless the several vouchers thereof be produced unto him; wherefore, he prays you will order that the said vouchers be exhibited to him.

(Signed) MICH'L DE ARMAS.

Answer. Filed 27th May, 1817.

To the honorable James Pitot, judge of the court of probates for the parish and city of New Orleans.

Michael de Armas, defensor to the absent heirs of the late Claude Frs. Girod, humbly sheweth, that he has carefully examined the account rendered by Nicholas Girod and Francis Girod, in their capacity of testamentary executors of the succession, late Claude François Girod, deceased, and found the same conformable to the vouchers exhibited by the said testamentary executors, except the sum of five hundred and four dollars, which they state on said account to have paid on the thirteenth of August, 1815, to the widow Bourg, for the purchase money of some slaves, for which no voucher has been shewn to the exponent; the said Nicholas Girod promised, however, to your exponent, that he would procure as soon as possible the said voucher; your exponent, moreover, sheweth, that on the inventory taken of the estate of the late Claude François Girod, there are for $\$2{,}643\frac{54}{100}$ doubtful debts, of which no mention was made in the aforesaid account, and that in the last will of the said Claude Frs. Girod, there are nine legacies amounting together to the sum of twelve thousand and five hundred dollars, made to several persons in Europe, by the deceased, and of which no mention is made on the said account.

(Signed) MICH'L DE ARMAS.

A true copy of all the mortuary proceedings in the succession of Claude François Girod, deceased, on file in my office, with the exception of the inventory, the account of sale, and tableux filed by executors.

(Signed) W. F. C. DUPLESIS,
Register of Wills.

New Orleans, 21st January, 1842.

I hereby certify the foregoing record is a complete record of all the proceedings had in the court of probates, in the succession of Claude F. Girod.

[SEAL.] In faith whereof, I have affixed my hand and seal at the city of New Orleans, this 30th April, 1844.

(Signed) AND. D. DORIOCOURT,
D. Register.

which it appears that they hold now into their hands a fund of eighteen thousand seven hundred ninety-one dollars and 79 cts., it being the net proceeds of said estate.

Your petitioners further shew, that they have been duly appointed and constituted attorneys in fact by Jn. Frs. Girod, Philippine Poidebal, daughter of Frs. Girod Poidebal, deceased, Therese Girod, wife of A. M. Quitant, and by him duly authorized, Rosalie Girod, wife of P. Adam, and by him duly authorized, M. Paris, of C'de Marie Girod, brother of the deceased C'de Frs. Girod, as mother and tutrix of her five legitimate children, Bernardine, daughter of J. Fs. Girod, deceased, wife of J. C. Hector, and by him duly authorized, Claudine Girod, daughter of the deceased, Françoise Girod, wife of Fs. Bouvard, and by him duly authorized, and Marie Rosalie Girod, also daughter of the said Fse. Girod, to represent their rights and actions in said estate, and to settle and liquidate the same; that the said constituents and your petitioners are all co-heirs, although not entitled to the same share in said estate of the said C'de Fs. Girod, and that there may be still some absent heirs unknown unto your petitioners, whom it will be necessary to represent. And your petitioners further shew, that they do approve, in the name of their constituents, the said account, and that your honor is to approve and homologate the same according to law. And your petitioners further shew, that they are ignorant of the name of the heirs not represented, if any, and who have not yet, to the knowledge of your petitioners, constituted and appointed any attorney in fact, and that Mr. Caune, who had been appointed by this court to represent them, is gone from this country, and that therefore another counsel is to be appointed by this court to the said absent heirs in case there is any. Wherefore, your petitioners pray that your honor may appoint a counsel to the said absent heirs, and that the said counsel be cited to shew cause within ten days why the said account should not be finally approved and homologated according to law.

Signed, P. L. MOREL, *Atty. for Petitioners.*

Order.

Let Mr. Michael de Armas be appointed defensor to the absent heirs of the said deceased who are not represented, and let [it] be notified to said defensor to shew cause, within ten days, why the account hereto annexed should not be approved, and the petitioners discharged.

New Orleans, May 13th, 1817.

Signed, JS. PITOT, *Judge.*

Order.

After hearing, the court order and decree, that the account rendered by the executor of the late Claude François Girod be homologated the said executors, upon the balance in their hands, being bound to pay the different legacies, and moreover to procure vouchers of the five hundred dollars paid to the widow Bourg, the sum of fifty dollars being allowed to Mr. Michael de Armas, defensor of the absent heirs of the said deceased, for his professional services in this case.

New Orleans, May 30th, 1817.

Signed, JS. PITOT, *Judge.*

Answer filed May 20th, 1817.

The answer of Michel de Armas, defensor to the absent heirs of the late Claude F. Girod, to the petition of Nicolas Girod and Jn. F. Girod, testamentary executors of the said Clde. Frs. Girod.

This defendant in answer to the said petitioners says, that he cannot ascertain whether the several items of the account annexed to the said petition are correct, unless the several vouchers thereof be produced unto him; wherefore, he prays you will order that the said vouchers be exhibited to him.

(Signed) MICH'L DE ARMAS.

Answer. Filed 27th May, 1817.

To the honorable James Pitot, judge of the court of probates for the parish and city of New Orleans.

Michael de Armas, defensor to the absent heirs of the late Claude Frs. Girod, humbly sheweth, that he has carefully examined the account rendered by Nicholas Girod and Francis Girod, in their capacity of testamentary executors of the succession, late Claude François Girod, deceased, and found the same conformable to the vouchers exhibited by the said testamentary executors, except the sum of five hundred and four dollars, which they state on said account to have paid on the thirteenth of August, 1815, to the widow Bourg, for the purchase money of some slaves, for which no voucher has been shewn to the exponent; the said Nicholas Girod promised, however, to your exponent, that he would procure as soon as possible the said voucher; your exponent, moreover, sheweth, that on the inventory taken of the estate of the late Claude François Girod, there are for $\$2{,}643\frac{54}{100}$ doubtful debts, of which no mention was made in the aforesaid account, and that in the last will of the said Claude Frs. Girod, there are nine legacies amounting together to the sum of twelve thousand and five hundred dollars, made to several persons in Europe, by the deceased, and of which no mention is made on the said account.

(Signed) MICH'L DE ARMAS.

A true copy of all the mortuary proceedings in the succession of Claude François Girod, deceased, on file in my office, with the exception of the inventory, the account of sale, and tableux filed by executors.

(Signed) W. F. C. DUPLESIS,
Register of Wills.

New Orleans, 21st January, 1842.

I hereby certify the foregoing record is a complete record of all the proceedings had in the court of probates, in the succession of Claude F. Girod.

[SEAL.] In faith whereof, I have affixed my hand and seal at the city of New Orleans, this 30th April, 1844.

(Signed) AND. D. DORIOCOURT,
D. Register.

I further certify that none of the vouchers spoken of, as being annexed to the account, are now on file in the papers of this estate.

(Signed) AND. D. D. *D'y Register.*

Court of probates, of New Orleans. Succ'n Nicolas Girod, opposition of widow Pargoud, filed , 1841.

To the honorable J. Bermudez, judge of the probate court of the parish of Orleans.

The opposition of Peronne Bernardine Girod, widow of Jean Louis Hector Pargoud, residing at Annecy, in the Dutchy of Savoy, respectfully shews, that she is the legitimate sister of the late Nicolas Girod and Claude Francois Girod; that said Claude François Girod died in the parish of Assumption, in the year 1814, leaving an olographic testament, by which he appointed Nicolas Girod and Jean François Girod, his testamentary executors, and bequeathed the residue of his estate, after deducting certain special legacies to his heirs at law, and that said testament was thereafter duly probated before, and ordered to be executed by, the honorable court of probates of the parish of Assumption, and the said Nicolas and Jean François Girod were qualified, and acted as testamentary executors; that said Nicolas Girod died at New Orleans, in the year 1840, leaving an olographic testament which has since been duly probated before, and ordered to be executed by, this honorable court, by which testament he only made certain special bequests, leaving the residue of his estate undisposed of, which therefore was inherited by his heirs at law, and that Antoine Michoud and Francois Quetant, have lately been appointed his dative testamentary executors, and have as such filed a provisional tableux of distribution; petitioner shews, that neither the said Claude François, nor the said Nicholas Girod, had any forced heirs at the time of their decease, and that it appears from the premises that petitioner is one of the heirs at law of her said two brothers; petitioner declares that she accepts the inheritance of said Nicholas Girod, under the benefit of an inventory; petitioner avers, that at the time of the death of said Nicolas Girod, seven of his brothers and sisters, or their descendants, were living, and that petitioner is therefore entitled to one-seventh part of his *resudary* estate, and that at the time of the death of the said Claude Francois Girod, eight of his brothers and sisters were living, and she is therefore entitled to one-eighth of his *resudary* estate.

Opponent opposes, as beneficiary heir of the said Nicolas Girod, the above mentioned provisional tableau and account, and the distribution of any funds of said estate among the special legacies, because, by the terms of the testament said legacies were to be paid only on the final settlement of said estate, whereas the same is not yet settled, and the greater part of the property thereof is still unsold.

And if this ground of opposition should be overruled, petitioner opposes the allotting of any funds on hand to G. Montamat, Antoine Michoud, Stephen Mazureau, C Gurlie, and Dejean, ainé, five of the special legatees, because they are indebted to said estate in amounts

larger than those now allowed to them, which should be compensated and deducted from the special legacies with interest, leaving them entitled to the residue only after their said debts shall thus have been paid or compensated; and as one of the heirs at law of the said Claude Francois Girod, your opponent further opposes the said account and tableau of distribution, for this, to wit: that the said Nicolas Girod, acting as testamentary executor of said Claude Francois Girod, instead of administering said estate for the benefit of the heirs, fraudulently abused this said trust and the powers vested in him, for the purpose of appropriating to himself the valuable property of said estate; that neither in making the inventories, nor in the sales, he observed those formalities of the law which are calculated to insure publicity, and an advantageous sale of the property; that by taking this honorable court by surprise, he procured the appointment of an attorney for the absent heirs, who was in the said N. Girod's interest, and neither corresponded with the absent heirs, nor defended them against the tortious design of said N. Girod; that by the connivance of said attorney, and by misrepresentations, said Nicolas Girod was enabled to procure the sale of all the property of the estate, very soon after the opening thereof for cash; that without exception, he had the whole of it brought in for himself by interposed persons exactly at the appraised value, to wit: the property in New Orleans, for $35,800, by Simon Laignel, and the property in the parish of Assumption, for $84,367 40, by St. Felix, both the said Laignel and St. Felix, being persons without any means, and the tools of said N. Girod and St. Felix, being his overseer; that a few days afterwards, the said Laignel and St. Felix, made a reconveyance of said property to said N. Girod, nominally, for the exact amount of the appraisement and the adjudication; that said probate sales were made in 1814, during the war, at a moment when cash sales were almost impossible, while nothing rendered such sales necessary, and the true interests of the heirs required that they should be postponed, and that at any time they should be made on as long terms as possible; that he never rendered an account of his administration of said estate; that he kept opponent and her co-heirs in ignorance of the premises, and that he never paid over to her, but a sum of about $1,000.

Opponent shews, that said Nicolas Girod having thus abused the confidence which she placed in him as her brother, she remained in ignorance of the true nature of the above explained transactions, and of all other circumstances relating to the property, the debts, and the settlement of the estate of the late Claude François Girod, and that she was not informed of it until very lately.

Opponent shews, that much of the property to which said N. Girod had thus illegally acquired an apparent title, was still in his possession at the time of his death, and has since been inventoried under the authority of this honorable court as appears from the inventories on file, and is still undisposed of, said property being—

1st. That lot of ground having 64 feet on Chartres street, by 105 feet on Saint Louis street, with the improvements thereon, of which the said

N. Girod pretended to be the joint owner with said C. F. Girod, whilst in reality it exclusively belonged to the latter.

2d. All the property inventoried as being in the second municipality of the city of New Orleans.

3d. The plantation, slaves, and all the other tracts of land in the parish of Assumption, and

4th. All the tracts of land inventoried in the parish of Lafourche interior, all of which property is fully described in the said inventories, to which reference is had for a greater certainty.

Opponent shews, that the said sales of the entire property of the estate of said C. F. Girod are null and void, and that while she reserves her right of claiming the nullity and rescision of the said sales before a competent tribunal, she confines her present claim to her share of the indemnity due by the estate of the said N. Girod, for so much of the property illegally and fraudulently acquired by him from the estate of the said Claude Frangois Girod, which was alienated by him during his lifetime, or perished in his possession; and for the rents, of profits, of all the property of said estate of C. F. Girod, of which the said N. Girod had possessed himself. Your opponent shews, that the property belonging to this last mentioned class, and the various amounts of which as aforesaid, as one of the heirs of the late Claude Francois Girod, she claims one-eighth in the present action, are the following:

1st. The trusts and revenues of the plantation, and slaves in the parish of Assumption, during 26 years, estimated at an average of $15,000 per annum -	$39,000 00
2d. The value of the slaves proceeding from the succession of C. F. Girod, and sold by said N. Girod, viz: Gaspard, sold on March 6th, 1820, for $1,500, another slave sold March 9th, 1825, for $500 -	2,000 00
Interest on said sums from the day of sale, to the day of payment - - - - -	
3d. The estimative value of the slaves proceeding from the estate of C. F. Girod, which died in the possession of said Nicolas Girod - - - -	20,000 00
4th. The value of the large piece of ground having 87 feet on Carondelet street, 200 feet on St. Charles street, and 300 or 320 feet in depth, given by said Nicolas Girod to the Female Orphan Asylum, by act of January 12th, 1829, before G. R. Stringer -	150,000 00
5th. The price of a tract of land of 13½ arpents front, on bayou Lafourche, by forty arpents in depth; sold by an act before G. R. Stringer, notary public, of 15th May, 1829, to Abner Robertson and Benjamin Bullard - - - - - -	15,000 00
The rents and profits thereof previous to the sale, estimated at - - - - - -	10,000 00

Besides interest on $15,000, from the 15th May, 1825, to the day of payment - - - - -	
The rents and profits of the property, at the corner of St. Louis and Chartres st. - - - - -	$78,000 00
The rents and profits of all the property described as situated in the 2d Municipality of the city of New Orleans, in the inventory of the estate of said N. Girod, executed before Felix Grima, notary public, and deposited in this court - - - - -	150,000 00
	$815,000 00

Opponent shews that the lot of ground described under No. 4, and the tract of land described as No. 6, also belonging to the estate of said Claude François Girod, and had been appropriated to himself, by the said Nicolas Girod, as aforesaid.

Opponent further shews, that the claims, the continuance of the interest, and of the rents and profits above described, until the day of actual payment to her.

And whereas no account of the administration of the estate of Claude François Girod has ever been rendered, and opponent has been designedly kept in ignorance of the circumstances of said estate, she claims the right of amending her opposition, whenever in the progress of this controversy new facts shall be disclosed; wherefore, opponent prays, that the appointment and distribution of any part of the funds in hand among the legatees as proposed by the account and tableau here opposed, be rejected; that no such distribution may be allowed to be made, until the estate of the said Nicolas Girod shall have been finally settled; that whenever a distribution is made, the debts due by the said Antoine Michoud, Stephen Mazureau, C. Gurlie, Dejean, aîné, and G. Montamat, be compensated by their legacies, and that said account and tableau may be amended, by placing your opponent thereon, as a creditor for the sum of one hundred [and] one thousand eight hundred and seventy-five dollars, ($101,875,) with the further interest, and rents and profits as claimed in this opposition, with costs, &c.; and your opponent further prays for all general relief.

(Signed,) BENJAMIN, *for opponent.*
LS. JANIN, *att'y for opponent.*
Signed, J. F. PEPIN, *for opponent.*

In the court of probates, in and for the parish and city of New Orleans.

THE STATE OF LOUISIANA:

To the American consul or vice consul at Paris, or to Paul Quemper, esq., or to any judge, or other magistrate in France, or either of them, succession of Nicolas Girod on opposition to account, greeting:

Know ye, that we, reposing confidence in your prudence and fidelity, do, [by these] presents, give unto you authority diligently to examine

all witnesses whatever, as well on the part of the plaintiff as of the defendant, in a certain suit now pending in our court of probates in the matter of the succession of the late Nicolas Girod, on opposition to the account filed by the dative testamentary executors of said Nicolas Girod. Therefore, we desire you, that at certain times and places, by you to be appointed for that purpose, you cause the said witnesses to come before you, that you then and there examine them apart, upon their respective corporal oaths first taken before you upon the Holy Evangelists, that you reduce their examinations to writing, and when you shall so have taken them, that you send the same, with this commission, closed up under your seal, to us in our court of probates, at the city of New Orleans, without delay.

Witness the honorable the judges of our said court, this 6th day of October, in the year of our Lord one thousand eight hundred and forty-one, and the 66th year of the independence of the United States of America.

[SEAL.]

Signed, W. F. C. DUPLESSIS,
Register of wills.

The following copied from the original in French:

Succession of Nicolas Girod, opposition of Mrs. Pargoud.

Court of probates, in and for the parish of Orleans.

Interrogatories which Mr. John Francis Girod, is requested to answer.

1. Have you, or have you not, known the late Simon Laignel, to whom all the property belonging to the succession of Claude François Girod, in the parish of Orleans, *were* adjudicated at the sale thereof, made in 1814, by order of the court of probates, in and for the parish of Orleans?

2. Are you, or are you not aware that, the said Simon Laignel was, at the time without means; at least, did not your late brother Nicolas Girod, tell you so?

3. Do you, or do you not know, or were you not informed by said Nicolas Girod, that Simon Laignel had never paid any part of the price of the adjudication aforesaid?

4. Do you, or do you not know, or were you not informed by said Nicolas Girod and Simon Laignel, or either of them, that the said Simon Laignel had said property adjudicated to him at the request of said Nicolas Girod?

5. Have you not at least good reasons to believe, that said adjudication was made at the request of said Nicolas Girod? If you answer affirmatively, please state at length the grounds of your belief.

6. Do you, or do you not know, that the said Simon Laignel, had said property adjudicated to him at the request, and for the account, of said Nicolas Girod, and that it was agreed before hand, between [them that] the said Simon Laignel would immediately after the sale, re-convey to the said Nicolas Girod, all the property belonging to the succession of Claude Francois Girod, which should be adjudicated to him?

Did not the said Simon Laignel and Nicolas Girod, or either of them, declare unto you, that said adjudication had been made to the said Simon Laignel for the account of Nicolas Girod? At least, have you not good reasons to believe that such was the fact, and what are the grounds of your belief?

7. Please to state all that lies within your knowledge, and tends to shew that the said Simon Laignel was but a person interposed by the said Nicolas Girod, to procure unto him the adjudication of all the property of the succession of Claude Francois Girod, situated in the parish of Orleans.

8. Do you, or do you not know, that the said Nicolas Girod had taken steps to obtain, by persons interposed, the adjudication of the property of the succession of the late Claude François Girod, situated in the parish of Orleans, for cash, and at the inventory price, and that he would afterwards settle with the heirs on the footing of the appraisement in said inventory? Have you not received letters from said Nicolas Girod, expressive of that intent? Have you now, or have you had, at the time when the fact that these interrogatories were to be propounded to you, was brought home to your knowledge, either directly or indirectly, any letters from said Nicolas Girod, relative to that subject? If yea, please annex them to your answer; if you had any when you were informed of the interrogatories now propounded to you, which are no longer in your possession, please say what has become of them; and if they are no longer in existence, please state the contents thereof.

JANIN, BENJAMIN & PEPIN,
of counsel for plaintiff.

Signed, By LOUIS JANIN.

The following copied from the original in English:

Louis Janin being sworn, deposes, that he is one of the counsel of Madame Pargoud, the opposing creditor, who is absent from this State, and that the answers of Jean Francois Girod to the preceding interrogatories, are material to establish the claim of said opponent.

Signed, LOUIS JANIN.

Sworn to and subscribed before me, New Orleans, September 25th, 1841. Signed, P. S. B. DUPLESSIS,
Deputy register of wills.

The undersigned, counsels of J. F. Girod and of Francois Quetant, dative testamentary executor of the late Nicolas Girod, represented by A. Michoud and A. Guillet, do hereby expressly object and take exception to the matter and form of the interrogatories above propounded, as well as the answers that may be made thereto, and answering to the parties they represent, the use and benefit of all their other rights and exceptions, abstain from propounding in their behalf any cross questions.

New Orleans, October 2nd, 1841.

C. ROSELIUS,
L. DUVIGNEAUD,
P. SOULE,

Signed, By P. SOULE, *of counsel.*

In presence of—

Signed, AND. D. DORICOURT,
Deputy register of wills.

[L. S.] A true copy.

Signed, AND. D. DORICOURT,
Deputy register of wills.

In virtue of a commission issued by the honorable the court of probates, in and for the parish and city of New Orleans, State of Louisiana, and directed to the American consul or vice consul at Paris, or to Paul Quemper, esq., or to any judge, or other magistrate in France, or either of them, to examine all witnesses whatever, in a certain suit now pending in the said court of probates, in the matter of the succession of the late Nicolas Girod, on opposition to the account filed by the dative testamentary executors of the said Nicolas Girod, the said commission hereunto annexed, dated the sixth of October, 1841, and signed by W. F. C. Duplisses, register of wills; I, the undersigned, Charles Burnet, vice consul of the United States of America, at Paris, have caused to appear before me at the consulate, Mr. Jean Francois Girod, the only witness produced in the aforesaid cause, who being by me duly sworn upon his corporal oath on the Holy Evangelists, and afterwards examined, answered the questions also hereunto annexed, and propounded by me to him, in the words following, to wit:

To the 1st interrogatory.

[Translation of the original in French.] Before answering the interrogatories propounded to me by Mr. L. Janin, of counsel for the opposition, in the succession of N. Girod, I must say, first, that I left New Orleans in the year eighteen hundred and four, and settled at Ouachita, (at 150 leagues from New Orleans,) where I resided until 1823. That I came down to New Orleans only once a year to attend to my business, inasmuch as the voyage, which was not without dangers, was from 12 to 15 days to descend, and from 30 to 35 days to ascend the river, until 1820, when a steamboat ascended the river for the first time.

I now answer the first interrogatory. I have known the late Simon Laignel before 1814; he had a retail store, but I cannot say what was his fortune; I never heard it mentioned by him nor by Mr. Nicholas Girod; my impression is that he was not rich.

2. Same answer as to the first interrogatory.

3. I know not whether Simon Laignel ever paid in whole or in part the price of said adjudication. Nicholas Girod never told me so.

4. Nicolas Girod and Simon Laignel never told me that the latter had caused the property to be adjudicated to him, at the request of Nicolas Girod.

5. Being absent from New Orleans at the time of the sale, I cannot say that the adjudication was made at the request of Nicholas Girod, I can only entertain a doubt on that subject, inasmuch as, in my apprehension, Simon Laignel had not the means of buying for cash the property of the succession.

6. I know not whether Simon Laignel had the property adjudicated to him at the request and for the account of Nicholas Girod, nor whether he was to reconvey them immediately after the sale to said Nicolas Girod; if there existed any agreement on that subject between them, I was ignorant of the same; I was absent from New Orleans; none of them mentioned it to me; I was informed of the transaction only when I came down to New Orleans some time after; then I could not help suspecting that there had been such an agreement between Nicolas Girod and Simon Laignel, but I was not certain of it.

7. My answer to the last interrogatory must be repeated here: I was absent from New Orleans when Simon Laignel sold the same property to Nicholas Girod; when I heard of those transactions I could but suspect that there was an agreement between them, but they never mentioned it to me as far as I can recollect.

8. I knew not that Nicolas Girod had taken steps to obtain, by persons interposed, the adjudication to him of the property belonging to the succession of Claude François Girod for cash, and at the inventory prices, nor that he would settle with the heirs on that footing. I have never received from Nicolas Girod any letter expressive of that intent. Nicolas Girod has never written me any letter mentioning the purchase made by Laignel for his account, nor his intentions relative to the heirs of Claude François Girod. I have no letter mentioning these facts. The correspondence between Nicolas Girod and myself was exclusively relative to my commercial transactions in New Orleans. I will only remark, that in 1814 and 1815, the value of property was considerably depreciated, on account of the war between the United States and England. The affairs of Claude François Girod's succession were not thoroughly known to me until May, 1817, when I left for France. Then it was that Nicholas Girod, who had settled the estate, handed to me a copy of account rendered to the court of probates, and a copy of C. F. Girod's testament, and it was on the faith of those documents presented to the heirs in Europe, that I paid to each of them and to the legatees what accrued to them. Nicolas Girod had acted in the premises alone, and without any letter of attorney from me. He has never been communicative with me, either before, during, or after the settlement of Claude Francois Girod's succession. I will even say, that up to the time of his death, he made a rather free use of his eldership (he was 22 years older) in his relations with me.

(Signed) JN. F. GIROD.

Copied from the original in English.

Sworn and subscribed before me at Paris, this nineteenth day of January, A. D. one thousand eight hundred and forty-two, and the 66th year of the independence of the United States.

Signed, CHARLES BURNET,
Commissioner, and vice consul U. S. of A., Paris.

I, undersigned vice consul as aforesaid, having written in my own hand all the preceding answers of Jean Francois Girod, to the annexed

interrogatories, have this day closed the foregoing process verbal at Paris, this 19th January, 1842, as aforesaid.

[SEAL.] Signed, CHAS. BURNET,
Commissioner and consul U. S. A.

Opposition of M. Pargoud.

In the court of probates, in and for the parish and city of New Orleans.

Friday, 15*th April*, 1842.

Present, the honorable J. Bermudez, judge.

Estate of Nicolas Girod.

On motion of L. Janin, of counsel for opponent, it is ordered, that F. Quitant and Ant. Michoud, as attorney and dative executors of the late Nicolas Girod, shew cause why the commission hereto annexed, executed by Chas. Burnett, the American vice consul at Paris, and containing the answers of J. F. Girod to interrogatories, should not be received in in evidence in the above opposition.

Consent of counsel.

By consent of parties, the above rule will be taken up forthwith, this 15th of April, 1842.

Signed, C. ROSELIUS,
L. DUVIGNEAUD,
P. SOULE.
By P. SOULE.

Estate of the late N. Girod.—Opposition of Mde. Pargoud.

This day, Mrs. Pargoud, by her attorney, L. Janin, came into court, and made a motion for the parties interested to shew cause why the testimony of Jean Francois Girod, of Paris, taken by the American consul Burret, should not be introduced in evidence. Whereupon, R. Rousseau, attorney, appointed by this court to represent the absent heirs of the said N. Girod, opposed *to* the introduction of said testimony, on the following grounds, to wit:

1. That he never was notified that any commission was ever taken to examine said J. F. Girod.

2. That the questions propounded to said J. F. Girod, by the opponent, were never submitted to him.

Signed, R. ROUSSEAU,
Attorney for absent heirs.

In the court of probates, in and for the parish and city of New Orleans.

Thursday, 21*st April*, 1842.

Present, the honorable J. Bermudez, judge.

Succession of Nicolas Girod on opposition of Mrs. Pargoud.

A rule having been taken on behalf of the opponent, Madame Pargoud, on the dative testamentary executor of the late Nicolas Girod, to

shew cause why a commission executed by C. Burnett, American vice consul at Paris, and containing the depositions of Jean François Girod, should not be received in evidence, the counsel for the executors and the attorney for the absent heirs have appeared, and the only objection made, comes from the attorney of absent heirs, who contends that said testimony should be rejected, because the interrogatories were not served on him. But it appears from the opposition, that the claim of the opponent is for a sum of money, and by article 123, of the code of practice, similar suits are to be instituted against the executors alone. The heirs represented, of which this article speaks, applies only to heirs represented by special attorneys in fact, not to those who have no other representative, but the attorney appointed by the court. This rule is therefore made absolute, as to all exceptions which might have been taken to the form and manner of executing said commission.

Testimony taken in open court on the trial of this case, 30th May, 1842, and order of discontinuance.

Estate of N. Girod on opposition of M. Pargoud.

The opponent introduces in evidence the deposition of Jean François Girod, of Paris, taken under a commission issued in this opposition, which is marked and filed. On motion of L. Janin, of counsel for the opponent, it is ordered that she have leave to discontinue her opposition, as far as the same is made for amounts alleged to be due to her as one of the heirs at law of the late Claude François Girod, of the parish of Assumption.

I certify that the foregoing contains a complete transcript of the record of proceedings, in the opposition of Mad'me Pargoud, in this case.

[SEAL.] Signed, AND. D. DOURIOCOURT,
D. Register.

Sale of house and lot, from the executors of C. F. Girod to Simon Laignel.

Before me, Michel de Armas, a notary public, residing in New Orleans, State of Louisiana, United States of America, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Mr. Nicolas Girod, of this city, merchant, who, as one of the testamentary executors of the late Claude François Girod, his brother, has by these presents, and in pursuance of the public sale which he has caused to be made on the ninth of April instant, by the register of wills, of the property belonging to the succession of said deceased Claude François Girod, sold, transferred, and set over from this day and for ever, with guarantee against all troubles, debts, liens, mortgages, evictions, alienations, and other incumbrances whatsoever—

Unto Mr. Simon Laignel, merchant, residing in the suburb Saint Mary, here present, and accepting purchase for himself, his heirs and assigns.

1st. Six lots of ground situate in suburb Saint Mary, designated by

the numbers one, two, three, four, seven and nine, measuring, according to the survey which, by consent of the parties, was made subsequently to said public sale, by Jacquez Tanessee, city surveyor, to wit: numbers one, two, three, four and nine, joined into one lot, two hundred and sixteen feet front on Girod street, and two hundred and thirty-nine feet front on Levee street, bounded on the side next to Julia street by Villamil's property, from which it is separated by a line two hundred and sixty feet long, and on the side next to Magazine street by the property of Antoine Escant, and another property belonging to the succession designated by the numbers ten and eleven, mention of which shall be hereinafter made; from which two properties the said lot is separated by a line two hundred and thirty-two feet long, such as said lot marked by the letters A, B, C, D and A, is delineated, on the plan drawn by said Tanesse, under date of the twentieth instant, which plan, for the better understanding hereof, remains attached to these presents, after being signed ne varietur by the parties, in the presence of the notary and witnesses undersigned, mention of the whole having been made thereon. And lot number seven, also delineated on said plan, measures sixty feet front on Levee street, by one hundred and sixty feet deep.

2d. Two other lots adjoining each other, and designated on said plan by the numbers ten and eleven, and having each sixty feet front on Magazine street, by one hundred and sixty feet deep, together with the buildings, improvements, and appurtenances, to said lots belonging, or in any wise appertaining, without exception or reservation.

3d. Another lot of ground situated in the same suburb, measuring eighty-seven feet front on Brickyard street, two hundred feet front on Saint Charles street, and three hundred and twenty feet in depth, said lot being fenced in.

4th. And finally a lot of ground situated in this city, forming the corner of Chartres and Saint Louis streets, measuring sixty feet four inches front on Chartres street, by ninety-nine feet six inches front on Saint Louis street, such as said lot is figured on a plan thereof, drawn by Don Carlos Trudeau, royal and private surveyor under the Spanish government, on the twenty-sixth of October, seventeen hundred and ninety-eight, which plan being also signed by the parties, in the presence of said witnesses and notary, was, at the request of said parties, annexed to these presents, mention of the same being previously made thereon; there exists on said lot a story house, measuring forty-five feet, or thereabouts, front, on Saint Louis street, and composed of a basement containing a store sixty feet long, and a smaller one, of three fire rooms in the upper story, and a store, said house being covered with tiles, and built with bricks; also in the yard, two kitchens, and two rooms above stairs, a little store, a shed, and other appurtenances, as the whole now is or may be, without exception or reservation any.

All the above described property being well known to the purchaser, who declares that he has seen and visited them at his leisure, that he is satisfied therewith, and requires no further description thereof; the said purchaser being fully authorized to take possession of all and singular

the above described property whenever he may choose to do so. To have and to hold the afore described property unto the said purchaser, who may use, enjoy, and dispose of the same, as of things to him belonging in full ownership, by virtue hereof. The aforesaid described property, according to the declaration made to that effect by the vendor, belong to the succession of the late Claude Francois Girod, who, in his lifetime, was the lawful owner thereof. By the process verbal of said public sale, drawn up by the register of wills, and a certified abstract whereof has been exhibited by the vendor, and to him returned, it appears that, according to a certificate of the recorder of mortgages in this city, bearing date the ninth instant, there is no mortgage whatever on the property above described and sold.

The aforesaid public sale was made for and in consideration of the prices and sums following, to wit:

1st. For lot No. seven, and the lots composed of lots one, two, three, four and nine, nine thousand six hundred dollars.

2d. For lots numbers ten and eleven, together, three thousand two hundred dollars.

3d. For the lot, the corner of Brickyard and Saint Charles street, nine hundred dollars.

4th and lastly. For the property situated in this city at the corner of Saint Louis and Chartres streets, fourteen thousand dollars.

Which said four sums amount, together, to the total sum of thirty-five thousand eight hundred dollars, which the vendor, in his capacity aforesaid, acknowledges to have received cash before the signing hereof, and out of the presence of the notary and witnesses undersigned, from the purchaser, to whom he grants full and ample acquittance for the same, hereby renouncing the benefit of the law, non numerata pecunia, as also the two years' delay accorded by said law for the enforcement of the exception aforesaid. Thus it was, &c., promising, obliging, renouncing, &c.

Done and passed at New Orleans, in my office, in the presence of Messrs. Michel J. B. L. Fourcisy and Charles Robert Caune, both witnesses, hereto required and domiciled in this city, on the twenty-sixth day of the month of April, in the year one thousand eight hundred and fourteen, and of the American independence the thirty-eighth, and the parties, the witnesses and the notary, have signed these presents after reading thereof.

Signed,

SIMON LAIGNEL,
N. GIROD,
FOURCISY,
R. CAUNE,
MICH'L DE ARMAS,
Not. Pub.

A true copy from the original, of which I am the keeper, as successor in office of the late Felix de Armas, notary public.

New Orleans, March 24th, 1841.

[SEAL.] Signed, L'N HERMANN, *Not. Pub.*

Sale of house and lots from Simon Laignel to Nicholas Girod.

Before me, Michel de Armas, a notary public, residing in New Orleans, State of Louisiana, United States of America, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Mr. Simon Laignel, merchant, residing in suburb Saint Mary, who has by these presents, sold, transferred, and conveyed, from this day and forever, with no other warranty than that of his own acts and deeds, unto Mr. Nicolas Girod, of this city, merchant, here present and accepting, purchaser for himself, his heirs and assigns.

1st. Six lots of ground situated in suburb Saint Mary, and designated by the numbers one, two, three, four, seven and nine, the first four and the last making together a lot two hundred and sixteen feet front on Girod street, and two hundred and thirty-nine feet front on Levee street, bounded on the side next to Julia street by Mr. Villamil's property, from which it is separated by a line two hundred and sixty feet long, and on the side next to Magazine street, by the property of Antoine Escart, and by lots number ten and eleven, hereinafter described; from which property and lots the above described lot is separated by a line two hundred and thirty-two feet long; and lot No. seven, measuring sixty feet front on Levee street by one hundred and sixty feet deep, bounded on one side by the lot belonging to François Girod, free colored woman, and on the other by the lot belonging to Wm. Leonard.

2d. Two other lots adjoining each other, and designated as lots Nos. ten and eleven, measuring each sixty feet front on Magazine street, by one hundred and sixty feet in depth, adjoining on one side to Jean Survin, and on the other to Antoine Escart, together with the buildings, appurtenances, and dependencies to said lots appertaining, without exception or reservation any.

3d. A lot of ground situate in the same suburb, measuring eighty-seven feet front on Brickyard street, two hundred feet front on St. Charles street, and three hundred feet in depth, said lot being fenced in.

4th. And lastly, a lot of ground, situate in this city, at the corner of Chartres street and St. Louis street, and measuring sixty feet four inches front on Chartres street, by ninety-nine feet six inches front on Saint Louis street, together with the house, improvements, and appurtenances, to said lot in any wise appertaining, without exception or reservation any; the whole being well known to the purchaser, who declared that he is satisfied therewith, and requires no further description of the same, said purchaser being fully authorized to take possession of the property herein sold and described, whenever he may chose proper to do so: To have and to hold said property unto the said purchaser, who may use, enjoy, and dispose of the same, in full and complete ownership, by virtue hereof. The property herein sold and described belong to the vendor, for having acquired the same at the public sale which the said Nicolas Girod, as testamentary executor of the late Claude Francois Girod, caused to be made on the 9th of April, instant, by the register of wills, of the property belonging to said Claude François Girod's succession, as the whole appears by the act of sale confirmatory of the adjudi-

cation afoesaid, passed before the notary undersigned on the 25th instant. By the certificate of the recorder of mortgages in this city, bearing even date herewith, it appears that there is no mortgage in the name of the vendor on the property herein bargained and sold.

The present sale is made for and in consideration of the total sum of thirty-five thousand eight hundred dollars, which the said vendor acknowledges to have received cash, before the signing hereof, and out of the presence of the notary and witnesses undersigned, from the purchaser, to whom he grants full and ample acquittance and release of the same, renouncing the benefit of the exception, non numerata pecunia, and the two years' delay which the law accords to enforce said exception. Thus it was, &c., promising, obliging, renouncing, &c.

Done and passed at New Orleans, in my office, in the presence of Messrs. Michel J. B. L. Fourcesy and Charles Robert Caune, both witnesses hereto required and domiciled in this city on the twenty-eighth of April, in the year eighteen hundred and fourteen, and of the independence of America the thirty-eighth; and the said appearers, notary, and witnesses, have signed these presents, after reading thereof.

Signed,

N. GIROD,
SIMON LAIGNEL,
FOURCESY,
R. CAUNE,
MICH'L DE ARMAS,
Not. pub.

A true copy from the original, of which I am the keeper, as the successor in office of the late Felix de Armas, notary public.

New Orleans, 24th March, 1841.

(Signed) LN. HERMANN, [L. S.]
Not. pub.

Lease from Nicolas Girod to John F. Miller.

On this, the ninth day of the month of May, in the year one thousand eight hundred and twenty-nine, and of the independence of the United States of America the fifty-third, before me, Louis T. Caire, a notary public in and for the city and parish of New Orleans, duly commissioned and sworn, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Mr. Nicholas Girod, freeholder, residing in this city, and herein acting for himself, and in his own right, of the one part, and Mr. John Fitz Miller, residing in this parish, and herein acting for himself, and in his own right, of the other part, which said appearers have, by these presents, made, agreed upon, and accepted a lease, the clauses and conditions whereof are to the following effect, to wit:

The said Nicolas Girod leases, rents, and hires, for the space of twenty years successively, to be computed from the date hereof, unto the said Miller, here present, and accepting, for himself, his heirs and assigns, all that vacant lot of ground situate in suburb Saint Mary, in the square

comprised within New Levee, Girod, Tchapoulas street and Notre Dame streets, measuring, more or less, three hundred feet front on Girod street, two hundred and eighteen feet ten inches on Tchoupitoulas st., three hundred and seventeen feet eight inches front on Notre Dame street, and two hundred and twenty-two feet ten inches on the line which separates it from property owned by Messrs. Banks and Parker, as the whole now is, or may be, without reservation any; the said J. F. Miller to take immediate possession thereof, and to enjoy the same, in the character of lessee, until the expiration of the twenty years aforesaid, on condition that the said Miller, who obligates himself thereto by these presents, shall pay unto the said Girod, his heirs and assigns, the yearly rent of three thousand dollars, in the manner following, to wit:

The lessor renouncing in favor of the lessee to the rent, from this day up to the first of January, eighteen hundred and thirty, the said lessee shall pay unto him the sum of one thousand dollars on the ninth of May, eighteen hundred and thirty, and the sum of three thousand dollars on the ninth of May each succeeding year, from and since the year eighteen hundred and thirty, up to the ninth of May, eighteen hundred and forty-nine, at which time the said Nicolas Girod, his heirs or assigns, shall be restored to the possession and enjoyment of said lot of ground, and of the buildings erected thereon; and, at that last period, all the buildings and improvements, of what nature or kind soever, existing on said lot, shall become the indefeasible property of said Girod, his heirs or assigns, without the said lessee or assigns being entitled to any compensation whatever for or on account of the said buildings and improvements.

The parish and State taxes on said lot of ground shall be paid by Mr. Girod or assigns; the same taxes on such buildings as shall or will be erected on said lot shall be paid by Mr. Miller, or his assigns; the banquets, or foot-path, shall, at the expiration of the lease, be put in good order, and in conformity with the police ordinances. The outer walls of the main buildings, stores, and kitchens, (should the latter be two story high,) erected on said lot, shall be at least one brick and a half thick, and the lines shall be given by the city surveyor at the cost of the lessee. In case the aforesaid rent of three thousand should not be punctually paid on the ninth of May of each year, to begin and be computed on and from the ninth of May, eighteen hundred and thirty, then the said lessor shall have the right to sell, or cause to be sold, to meet the payment in arrear, such portion of the buildings as will be designated to him by the lessee, provided it be of sufficient value to satisfy the amount then due—the said Miller consenting that the present do import a confession of judgment, and be clothed with all the strength and efficacy of a judgment in the last resort. Thus has the whole been covenanted, agreed upon, and accepted by the contracting parties.

Done and passed in my office, at New Orleans, the day, month, and year, ut suprá, in the presence of Messrs. Charles Darcansel and André Darcansel, witnesses, hereto required, and domiciled in this city, who

have signed with the contracting parties, and me, notary, after reading hereof.

(Examined) Signed, N. GIROD,
JOHN F. MILLER,
CHARLES DARCANTEL,
A. DARCANTEL,
LOUIS T. CAIRE, *Not. pub.*

A true copy, New Orleans, this 8th of April, 1844.

[L. s.] Signed, LOUIS T. CAIRE, *Not. pub.*

Lease from Nicholas Girod to J. F. Miller.

On this, the thirtieth day of the month of April, of the year eighteen hundred and thirty-one, and of the independence of the United States of America the fifty-fifth, before me, Louis T. Caire, a notary public in and for the city and parish of New Orleans, duly commissioned and sworn, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Mr. Nicolas Girod, freeholder, residing in this city, herein acting for himself in his own right, of the one part, and Mr. John Fitz Miller, residing in this city, herein acting for himself and in his own right, of the other part; which said appearers have made, agreed upon, and accepted a lease, the conditions whereof are as follows, to wit:

Art. 1st. The said Nicolas Girod lets, rents, and leases, for and during the space of twenty successive years, to be computed from the date hereof, all the lots, houses, buildings, or improvements which belong to him, and are situated in the suburb Saint Mary, in the square comprised within Julia, Tchoupitoulas, Girod, and Magazine streets, with no other exception than those hereinafter mentioned.

Art. 2d. At the expiration of said twenty years the said N. Girod, his heirs, and assigns, shall be restored to the possession of said lots of ground, and shall moreover come by the mere fact of the expiration of this lease, the indefeasible owners of all the buildings, whatever may be their number and value, and of all the improvements, of what kind or nature soever which at that time shall exist thereon, without being bound to pay the value thereof, either in whole or in part.

Art. 3rd. The said Miller, his heirs, and assigns, shall pay unto the said Nicolas Girod, his heirs, and assigns, the yearly rent of three thousand dollars for each and every one of the twenty years aforesaid, to be computed from this date. This yearly rent shall be paid at the beginning of each year, in two promissory notes of fifteen hundred dollars each, payable at six months and twelve months after date.

Art. 4th. No street shall be opened from Tchoupitoulas to Magazine street, through the aforesaid described square of ground, unless the contiguous owner, who is now Mr. Abner Robertson, or his assigns, shall furnish and abandon for said street, and for the use of the public, a space twenty feet front on Tchoupitoulas street, and extending through the whole depth of his property.

Art. 5th. In case the contiguous owner shall abandon the space men-

tioned in the foregoing article, and the said Miller should think proper to open a street, the said Girod binds himself by these presents to furnish and abandon for said street, and for the use of the public—1st, a portion of ground, to begin at and from the boundary line of said Abner Robinson, measuring twenty feet front on each of Tchoupitoulas and Magazine streets, and extending from one street to the other, between parallel lines. 2d. Another portion of ground, to begin at and from the line which separates the property of said Robinson in its depth from that of M. Girod, contiguous to the one here above abandoned, and measuring also twenty feet in width up to Magazine street, by which it is bounded on the other side, so as to give, with the portion that shall be furnished and abandoned by Mr. Robinson, or his assigns, a width of forty feet to the street, extending through the square and opening on Tchoupitoulas and Magazine streets. But, in that case, and in consideration of the foregoing, the said Miller, or his assigns, should said street be opened, shall pay unto the said Nicolas Girod, his heirs, or assigns, an additional yearly rent of six hundred dollars, payable also in two notes at six and twelve months, as the original rent, and this from the date hereof, at whatever time or period said street shall have been opened, until the expiration of this lease.

Art. 6th. The said Miller promises that, within three years from the date hereof, brick buildings, two stories high, shall be erected on the lots herein leased, fronting on Tchoupitoulas street.

Art. 7th. The said Miller further promises that, within eight years from the date hereof, he shall cause the buildings, similar to those which he has just now bound himself to erect on Tchoupitoulas street, to be erected on the lots fronting on Girod and Magazine streets.

Art. 8th. The main buildings and the kitchens shall be made with bricks, and the outer walls shall be one brick and a half thick. The dimension of said bricks shall be like that of the bricks made in the city, and its environs; but the said Miller, or his assigns, shall have the right to put another story on the buildings which shall have been erected, and to make thereto such alterations as he may think proper.

Art. 9th. The said Miller obligates himself, by these presents, not to employ flat boat wood in the constructions aforesaid.

Art. 10th. The lessee shall have no right to sell, alienate, or underlease any part of said lots or buildings, without binding the contracting parties, their heirs, or assigns, to the clauses [and] conditions of the present contract.

Art. 11th. The said Miller will be bound to suffer a colored woman, named François Girod, to enjoy peaceable and gratuitously, for the space of two months from the date hereof, the house she now occupies in Magazine street, and to permit her son to carry away a small house which he has built on a lot on Magazine street, without any compensation; the said Girod also reserving to himself the right of taking away, within six months, a wooden house, its contents, and several other articles now on said lots.

Art. 12th. The said Miller shall have no right to increase the rent o

the lessees now on the premises, during the two months next following the date of the present contract.

Art. 13th. In case the rent should not be punctually paid in the manner, and at the time, here above stipulated, or in case the conditions of the present lease should not be strictly adhered to, the said Miller consents that the said Girod, or his legal representatives, be restored to the immediate possession and enjoyment of said lots of ground, and of the buildings erected thereon, without any previous putting in default, or other proceedings being necessary; the present act importing a confession of judgment, and being clothed with the efficacy of a judgment in the last resort.

Art. 14th. Thus has the whole been agreed upon and accepted by the contracting parties.

Done and passed in my office, at New Orleans, the day, month, and year first above written, in the presence of Messrs. Charles Darcantel and André Darcantel, witnesses hereto required, and domiciled in this city, who having signed with the contracting parties and me, notary, after reading hereof.

Signed, N. GIROD,
JOHN F. MILLER.

CHARLES DARCANTEL,
A. DARCANTEL.

LOUIS T. CAIRE, *Not. pub.*

A true copy from the original, deposited in my office for reference.

[L. S.] In faith whereof, I have signed these presents, and affixed thereto the seal of my office, New Orleans, August 27th, 1841.

Signed, LOUIS T. CAIRE, *Not. pub.*

Judicial adjudication of the property of the late C. F. Girod to Charles Saint Felix, 18th Feb'y, 1814.

State of Louisiana, parish of Assumption, the 18th of February, 1814.

At the request of the testamentary executors of the late C. F. Girod, J. F. Corvaisier, judge of the aforesaid parish, and of the court of probates, did repair to the sugar plantation of said deceased, where, the customary formalities being complied with, and the sale having been announced by the public crier, I proceeded, as requested, to sell at auction, and for cash, to the highest and last bidder, on account of said succession, or those interested therein, all the lands, slaves, and other property situated in this parish, and county of Bayou Lafourche, to wit: Thirteen tracts of land or plantations, cultivated or otherwise, including thereon the sugar plantation [and] three small islands lying at the mouth of said bayou; also one hundred and seventeen slaves employed on said sugar plantation, said slaves being of different ages and sexes, in good health, sick, infirm, crippled, and such as they are or may be, and no warranty being given to the purchaser against the redhibitory vices and maladies prescribed by law, said warranty being on the contrary absolutely and totally refused; also a cotton gin adjoining said sugar plantation; also a

distillery in operation, with its implements and appurtenances; also all the horned cattle, mules, horses, carts, and waggons; also all the implements of husbandry of said sugar plantation; as also all the furniture [and] old silver plate; also twenty-two hundred gallons of Tafrá, in the distillery aforesaid; also fifty-five thousand pounds of brown sugar lying on cisterns; also sixty-three bales of cotton, (nine of which are damaged,) weighing together twenty-three thousand one hundred and thirty pounds. All the above articles were sold separately, and cried by the public crier, with the exception of the sugar plantation, which was sold, with the furniture thereof, as appears by the judicial sale, detailed and deposited in the clerk's office of the said parish of Assumption; and the whole, amounting together to the sum of eighty-four thousand seven hundred and fifty-five dollars and forty cents, was adjudicated for cash to Mr. Charles Saint Felix, who is satisfied therewith, for having seen, visited, received, and taken possession of same. And the aforesaid Nas. Girod and Jn. F. Girod, here present, declare, by the present act, that they have received from the said Charles Saint Felix the aforesaid sum of $84,755 40, for which acquittance is hereby given, and that they quit claim and release him, and his heirs and assigns, of and from all claims and demands whatsoever.

In testimony whereof, the aforesaid parties have signed the present judicial sale, the day and year first above written, in presence of the undersigned witnesses, and of the parish judge.

Signed, per procuration of Nas. Girod, JN. F. GIROD,
JN. F. GIROD,
SAINT FELIX,
Witnesses—F. CORREJOLLEES. T. COURRIE.

Before me, J. CORVAISIER, *Judge*.

Given as a true copy of the original, deposited in the archives of my office for reference.

Parish of Assumption, October 13th, 1841.

Signed, A. W. PICHOT, *Parish Judge*.

Act of sale of lands and slaves from Charles St. Felix to Nicholas Girod and J. F. Girod.

State of Louisiana, parish of Assumption, the twenty-third of February, 1814.

On the day and year above written, personally appeared before me, F. Courvaisier, judge of the parish aforesaid, Messrs. Charles Saint Felix, a resident of this parish, and herein acting for himself, his heirs, and assigns of the one part, and Jean François Girod, herein acting as well for himself and his brother Nicolas Girod, whose agent he is, as for their respective heirs and assigns, of the other part—Nicolas having his domicil in New Orleans, and Jean François in the Ouchita district in this State. The party of the first part, the said Charles Saint Felix, confesses and declares, that he did and does sell, alienate, abandon, and set over, this day and forever, to, and in favor of, the parties of the second part, the said Nicholas Girod and Jean F. Girod, brothers here present

and accepting, all the property, both moveable and immoveable, which he has acquired from the succession of the late C. F. Girod, and which have been adjudicated to him, at the judicial sale thereof, on the eighteenth of February, eighteen hundred and fourteen, for the price or sum of eighty-four thousand seven hundred and fifty-five dollars and forty cents, as appears from the aforesaid recited sale, deposited in the clerk's office of this parish of Assumption, and the different objects whereof are hereinafter enumerated and described, as they were at said judicial sale, to which special reference is hereby made, in cases of omissions or errors in these presents, to wit: Thirteen tracts of land or plantations, cultivated or otherwise, including therein the sugar plantation and three small islands, situated in the lower end of Bayou Lafourche; also one hundred and seventeen slaves engaged in the service of said sugar plantation, the said slaves being of different ages, sexes, in good health, sick, infirm, crippled, and such as they now are or may be. The above named vendor does not warrant the said slaves against the redhibitory vices and maladies prescribed by law, but, on the contrary, wholly and absolutely excludes said warranty from these presents; also a cotton gin adjoining said sugar plantation; also a distillery in operation, together with the implements and appurtenances thereof; also all the horned cattle, mules, horses, carts, [and] waggons; also all the implements of husbandry of said sugar plantation; as also all the furniture [and] old silver plate; also twenty hundred and two gallons of tafia, now in said distillery; also fifty-five thousand pounds of brown sugar, now laying on the cisterns; also sixty-three bales of cotton, (nine of which are damaged,) weighing together twenty-three thousand one hundred and thirty pounds. All which articles, the said Saint Felix does, by these presents, retrocede to the said purchasers, Nas. Girod and Jean François Girod, for themselves, their heirs and assigns, without any reservation or reclamation whatever, for the price and sum of eighty-four thousand seven hundred and fifty-five dollars and forty cents, which the said vendor acknowledges, by these presents, to have received, in ready money, from the said purchasers, Nas. Girod and Jean Frs. Girod, and for which the present sale will operate as an acquittal and release against all and every person or persons whatever; the said Saint Felix hearin declaring, that he is not bound to furnish the said purchasers with any other titles for the said lands and slaves, than those which have been given and delivered to him at the judicial sale aforesaid, and which he now delivers to said purchasers, who acknowledge to have received them, and to be satisfied therewith. Wherefore, the contracting parties agreeing, both to these presents, have set their names to the same, the day and year aforewritten, in the presence of the undersigned witnesses, and of the parish judge aforesaid.

Signed, NAS. GIROD, per procuration,
SAINT FELIX,
JN. F. GIROD,
JN. F. GIROD.

Witness: Signed, J. COURRIE,
FS. CORREJOLLES.

Before me, signed, T. CORVAISIER, *Judge.*

A true copy from the original, deposited in the archives of my office. Parish of Assumption, this 13th of October, 1841.

Signed, A. W. PICHOT, [SEAL.]
Parish Judge.

Acceptance of succession, with benefit of inventory.

Before Theodore Seghers, a notary public, duly commissioned, for the city and parish of New Orleans, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Mr. Jean François Girod, a resident of this city, who declared, that, as nephew and one of the heirs of the late Nicolas Girod, he accepts his succession, under the benefit of inventory; and further, that as brother and sole testamentary heir of the late Pierre Nicolas Girod, by act executed on the sixth of February, eighteen hundred and forty-one, before Joseph Cuvillier, a notary in this city, he also accepts the latter succession, under the benefit of inventory.

He moreover declares, that he has never done any act which can make him liable, as the unconditional heir of either of the persons aforementioned.

Done, and performed, and passed at New Orleans, in my office, on the seventh of June, eighteen hundred and forty-one, in the sixty-fifth year of the independence of the United States of America, in presence of Messrs. Jean François Gaudin and Louis Quemfer, witnesses domiciled in this city. The appearer, the witnesses, and the notary have set their names after reading hereof.

The original is signed, J. FRANCOIS GIROD,
LOUIS QUEMFER,
J. F. GAUDIN,
TH'RE SEGHERS, *Not. Pub.*

A true copy, New Orleans, 7th June, 1841.

Signed, TH'RE SEGHERS, *Not. Pub.*

Proceedings in parish court.

STATE OF LOUISIANA:

NICHOLAS GIROD
vs.
J. F. GIROD, executor of C. F. Girod and R. C. Caune, &c. } No. 604.—Parish court.

Petition filed November 26th, 1814.

To the honorable James Pitot, judge of the parish court for the parish and city of New Orleans.

The petition of Nicolas Girod, of the said city and parish, merchant, sheweth, that Claude Francis Girod, of Lafourche, was indebted to your petitioner in a large sum of money, previous to his decease; that hereto annexed is a detailed account of the money due by his estate, at this time, to your petitioner; which account, amounting to the sum of forty

thousand five hundred and seventy-seven dollars 20 cents, principal [and] interest, the executors of the said Claude F. Girod has refused to pay, though thereto frequently required. Wherefore, your petitioner prays, that John Francis Girod, now residing in the city of New Orleans aforesaid, one of the executors of the said Claude F. Girod, and R. C. Caune, the attorney appointed to represent the interest of the absent heirs, may be cited to appear and answer this petition.

And your petitioner further prays, that they may be condemned to pay your petitioner the above sum of $40,577 20, with interest and costs.

And your petitioner further prays all such other relief as the case may require, and to justice and equity may appertain.

Received the annexed document, New Orleans, September 9th, 1816.

Signed, N. GIROD.

A copy thereof being annexed to the award of the arbitrators in the premises.

Citation.

Mr. J. F. Girod, ex'r of C. F. Girod and C. R. Caune:

You are hereby summoned to comply with the prayer of the annexed petition, or to file your answer thereto in writing, with the clerk of the parish of Orleans, at his office at New Orleans, in ten days after the service hereof; and if you fail herein, judgment will be given against you by default.

Witness the honorable James Pitot, judge of the said court, this 26th day of November, in the year of our Lord 181 .

Signed, SAM. P. MOORE, *Deputy clerk.*

Sheriff's return: Served a copy of petition and citation on each [of] the defendants, November 28th, 1814; returned November 28th, 1814.

J. H. HOLLAND, *Dy. sheriff.*

Answer of J. F'cois Girod, filed Nov'r 29, 1814.

To the honorable James Pitot, judge of the court for the parish and city of New Orleans, the answer of Jean F. Girod, one of the testamentary executors of the late C. F. Girod, to the petition of Nicholas Girod, humbly sheweth:

That all and singular the items in the accounts presented by said Nicholas Girod in his said petition, must be proved to justify his claim against the succession of C. F. Girod, and for that purpose this respondent prays this honorable court to order what shall seem the best for the common interest of parties, and moreover to be hence dismissed with costs. And &c. Signed, J. F. GIROD, *Ex., Jr.*

Answer of R. Claune, filed November 29th, 1814.

To the honorable James Pitot, judge of the Parish court, the answer of C. R. Caune, in his capacity of attorney representing the absent heirs of the late C. F. Girod, to the petition presented by Nicholas Girod, against the estate of the late aforesaid C. F. Girod:

Your respondent deny all facts mentioned in the plaintiff's petition,

and he says that the plaintiff must be proven his claim before court, and prays the court to dismiss him, with costs of the suit; in duty bound, your petitioner shall ever pray.

Signed, R. CAUNE, *Attorney.*

Order appointing arbitrators, parish court for the parish and city of New Orleans, November 27th, 1814.

Present, the honorable James Pitot.

NICOLAS GIROD,
vs.
J. F. GIROD, Ex. of C. F. Girod &
C. R. Caune, attorney for the
absent heirs.

Upon motion of Alfred Hennen, esquire, of counsel for the plaintiff, it is ordered that F. Percy and F. M. Rouzan be appointed arbitrators in this case, to decide on the claim of the plaintiff, and in case of their not agreeing, that the court appoint a third person as umpire. I do hereby certify the above.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court at the city of New Orleans, the day and year first above written, and of the independence of the United States the 39th.

Signed, SAM. P. MOORE, *Deputy clerk.* (swearing.)

Personally appeared before me, one of the justices of the peace in and for the city and parish of New Orleans, Ferdinand Percy et F. M. Rou zan, of this city, who were duly sworn according to law as arbitrators as above named, that they will examine the accounts between the parties with impartiality, and give the report according to law.

(Signed) F. MEFFER ROUZAN,
F. PERCY, Jun.

Subscribed and sworn to before me, at New Orleans, the 10th day of December, 1814.

Signed, J. L. LAPANSE,
Justice of the Peace.

The undersigned arbitrators, appointed by a decree of the honorable the court of the city of New Orleans, under date of the 25th of November last, to verify and examine the accounts and demands of Nicolas Girod, a merchant residing in New Orleans, against the succession of the late Claude Francois Girod, his brother, who was a resident of the parish of Lafourche, in this State, said succession being represented by Jean François Girod, one of the testamentary executors thereof, and C. R. Caune, attorney for the absent heirs, and to make a report thereon to said honorable court, do declare under the sanctity of the oath they have taken, on the tenth of December instant, and which is hereto annexed, that after hearing the parties interested in this affair, and the witnesses by them introduced, after being sworn by John L. Laparge, a justice of the peace in this city, they have proceeded to the examination and verification of the documents, titles, accounts, and books exhibited to them

by the parties interested in the manner following, to wit: First, they have examined the sworn account produced by Nicolas Girod, on the 25th of November last, which consists of thirteen items, which the arbitrators have verified in the manner following:

The first item, amounting in capital to $1,602 for 801 hides, which the said Nicholas had left in the stores of Claude François Girod, is established by the declaration of Jean Francois Girod, who affirms positively that the said 801 hides had been left in the stores of said Claude François Girod, who disposed of the same for his private account; the said Jn. Frs. Girod declares likewise, that two dollars was the price for hides in 1794, and that he himself had purchased some at that price for his own account - -	$1,602 00
The second item, amounting in capital to $1,500, is the produce of an account which Mr. Pierre Bousignees, then clerk of the house of Claude F. Girod, had collected and paid in the hands of said C. F. Girod, as making part of the funds belonging to Nicholas Girod. Mr. Bousignes declared under oath, that he does not remember the precise amount of that sum, but that it must have been something like fifteen hundred dollars; he recollects that that account was paid in before the fire of 1794, and that several cash payment for the private account of C. F. Girod were made out of the funds belonging to said Nicolas Girod - - -	1,500 00
The third item, amounting in capital to $6,222 18, proceeds from the following remittances and effects, to wit: Jean Francois Girod paid in specie to Claude Francois Girod, Nicolas Girod's interest, say ⅔ in a shipment of furs made in March, 1795, on board the brig Jane, bound to Philadelphia, and amounting to $3,593 37, as appears from a copy-book or register marked A, No. 40, written by Guilhempan, and sig'd by the said Claude Francois Girod, which book or register has been produced by the said Jean François Girod, who further declared that the said Claude François Girod was at that time authorized to settle the acc'ts of Nicolas Girod with this deponent, and that the said C. F. Girod has never rendered to Nicolas Girod an account of this transaction - -	2,395 63
For so much paid by Jean Francois Girod to said Claude François Girod, for Nicolas' interest, say ⅔ in another shipment of furs made in April, 1795, on board the brig "L'Archedimoi," bound to Philadelphia, as appears from the aforementioned copy-book or register marked A, No. 40 - - - - -	432 75

For the amount of a barrel of wine, with which the private account of said C. F. Girod was debited on the 17th of October, 1795, but never since credited with, as appears from the aforementioned copy book or register	$50 00
Amount of a bill of exchange drawn by Claude Francois Girod on the 7th of April, 1796, payable 8 days after sight, at New York, to his brother, Nicholas Girod, for $2,000, which he had received from Jean Francois Girod, *for* $2,000, *which he had received from Jean Francois Girod;* said bill has never been accepted or paid, as appears from the bill itself, which has been exhibited to us by said Nicolas Girod -	2,000 00
For the half of the amount of 26 barrels of gunpowder shipped in the month of April, 1796, on board the ship "The Two Friends," bound to New York, and consigned to Th. Thebane, by Jean Francois Girod on joint account with Nicolas Girod. The proceeds whereof, amounting to $1,193 75, as appears from the copy book aforesaid, were received, as also the profits of said Th. Thebane by the said Claude Francois Girod, who never accounted for them to the parties interested. This being established by the declaration of said Jn. F. Girod - - - -	596 87
Amount of sundry merchandizes belonging to Nicholas Girod and by Jean Francois Girod entrusted to Claude Francois Girod, as appears from the copy book aforesaid, which was exhibited to us by said Jean Francois Girod, who declared that Claude Francois Girod had never accounted for the merchandize to said Nicolas Girod - - - - - -	210 06
Amount of sundry debts which Claude Francois Girod had undertaken to collect for account of Nicolas Girod, as appears from the statement produced by Jean Francois Girod, and corroborated by the aforesaid copy-book or register A - - - - -	476 87
Amount of a barrel of wine, sold to Mr. de Vangine by the said Jn. Francois Girod, which was paid to said Claude Francois Girod, as is proven by a written declaration of said Jn. F. Girod in said copy-book or register - - - - - - -	60 00
The 4th item, amounting in capital to $186, is established by the declaration of Jean Francois Girod, who affirms that it is within his knowledge that the articles composing said item were delivered to Claude Francois Girod, who shipped them for Havanna on his private account - - - - -	186 00

The 5th item, amounting in capital to $651 50, consists of the nett proceeds of the sale made by Claude Frs. Girod of 2 bales of blue drilling, shipped for New York in 1801 on board of the ship South Carolina, Stick, master, by Thibaut, for account of Nicolas Girod, and consigned to Claude F'ois Girod, as appears from book No. 1, which was exhibited to the arbitrators, who ascertained that it was in the handwriting of Guilhempan, then the clerk and agent of C. F. Girod	$651 50
The 6th item, amounting in capital to $229 06, consists likewise of the nett proceeds of the sale of a cask of Manna, shipped by Nicolas Girod when in New York in 1797, on board of schooner Despatch, Clark, master, to the consignment of said Claude Francois Girod, as the whole was made to appear by copy book No. 1, mentioned in the foregoing article - -	229 06
The 7th item, amounting in capital to $379 12, consists of a lot of merchandise, consigned by Jean Francois Girod to Claude Francoise Girod, at the time of said J'n F. Girod's departure for the United States in 1797, which said merchandizes belonged to said Nicolas Girod, and were sold by said Claude François Girod, as appears from a waste or copy book, in the handwriting of said Guilhempean, marked B, No. 42, and produced by said Jean Francois Girod - - -	379 12
The 8th item, amounting in capital to $813 82, consists of the proceeds of the sale made by Claude Frs. of divers merchandizes belonging to Nicolas Girod, which the latter had left in the hands of Jean Francois Girod, who delivered them in kind to Claude Francois Girod at the time of said J. F. Girod's departure for the United States in 1797; said merchandises are enumerated in a copy or waste book in the handwriting of the late Guilhempan, marked B, No. 41, and likewise produced by the parties interested - -	813 82
The 9th item, amounting in capital to $899, consists of the nett proceeds of twelve barrels of wine shipped by Nicolas Girod when in New York, 1797, on board the brig success, Dinsmore, master, to the consignment of Claude Francois Girod, who sold the same, as was shown by the sales book, No. 1 aforesaid - -	899 00
The tenth item, amounting in capital to $489 63, consists also of the nett proceeds of sale made by Claude F'ois Girod, of 498 sextains of cards shipped by N'as Girod when in New York in 1797, on board of the brig Success, Rathbone, master, to the consignment of said Claude F'ois Girod, as was shewn by the sales book No. one aforesaid - - - -	489 63

The 11th item, amounting in capital to $991 38, consists also of the nett proceeds of the sale made by C. F. Girod of 762 sextains of cards, shipped in 1795 by Nicolas Girod, then in New York, for his account and risks on board the schooner Active, Wilcox, master, and consigned to said Claude Frs. Girod, as appears from the sales book No. one aforesaid - -	$991 38
The 12th item, amounting in capital to the sum of $13,901 94, consists of divers lots of merchandizes and jewellery belonging to N. Girod, which the said Claude Francous Girod sent into the provinces of the interior, and there sold, or caused to be sold. The accounts of those sales were never settled between Claude Francois and Nicholas Girod, which fact is attested by the declaration of Jean Francois Girod, and several other witnesses, who testify that Claude Frs. Girod has constantly avoided to render said account. The several articles composing the present item, are enumerated and detailed in the aforementioned sales book No. 1, which the arbitrators have ascertained to be in the handwriting of Guilhempan - - - -	13,901 94
The 13th item, amounting in capital to $6,574 30, consists of the balance of an account between Nicolas and Claude F. Girod, adjusted on 1st August, 1813, by Mr. Phillippon, jr., who was authorized for that purpose by the said Claude F. Girod. The arbitrators after examining that account and the one preceding it, are satisfied that the articles mentioned in said accounts are foreign to the affairs which existed between the said Nicolas and Claude Frs. Girod - - -	6,576 30
	$34,439 93
Secondly. The arbitrators have examined and verified the account of interests also making part of the claims of said Nicolas Girod as follows, viz :	
Interests on $1,602, amount of the first item of the account produced by Nicholas Girod, from November 1794, to the date hereof, making in all 20 years, at 6 per cent. per annum - - - -	$1,922 40
Interests on $1,500, amount of the 2d item, from the year 1794, to the date hereof, that is, 20 years, at 6 per cent. per annum - - - -	1,800 00
Ditto, on $6,222 18, amount of the 3d item, the arbitrators have examined the eight parts, whereof this item is composed, and found that the interests calculated on each part, amounted to $7,087 92, wherefore, they have been of opinion to leave the item as it was presented - - - - - -	6,657 61

Ditto, on the $186, amount of the 4th item, from January, 1797, to this day, making 17 years 10 months, at 6 per cent. per annum	$199 02
Ditto, on $651 50, amount of the 5th item. The arbitrators have reduced the amount claimed, to wit, $664 02, to $504 91, because the interests ought to have been calculated only from the 1st of Jan'y, 1802, when the 2 bales of shipped by Thebaut, were sold—this gives 12 years and eleven months, at 6 per cent, per annum	504 91
Ditto, on $229 06, amount of the 6th item. The arbitrators have verified the calculation, which they have found correct	233 58
Ditto, on $379 12, amount of the 7th item. The calculation was verified, and found correct	382 78
Ditto, on $813 82, amount of the 8th item. The calculation was verified, and found correct	817 90
Ditto, on $899, amount of the 9th item. The calculation was examined, and found correct	876 52
Ditto, on $489 63, amount of the 10th item; after examination, found correct	477 75
Interests on $991 38, amount of the 11th item; examined and found correct	966 22
Ditto, on $13,901 94, amount of the 12th item; examined and found correct	12,998 30
Ditto, on $6,574 30, amount of the 13th and last item of the account presented by Nicholas Girod. The arbitrators, after examining the calculation, found that it fell short of what it ought to have been, but as the difference is trifling, and in favor of the heirs, they left the item as it was presented	493 06
Capital and interests due, after examination	$62,769 98
The arbitrators next proceeded to verify and examine the sums with which the said Nicolas Girod has credited the account he has produced, which sums amount, in capital and interests, to $22,351 89, and were found correct	22,351 89
Balance in favor of Nicholas Girod	$40,418 09

So that the balance in favor of Nicholas Girod is reduced to $40,418 00 instead of $40,579 20, as claimed in his account, this difference being produced by the reduction made on the interests of the 5th item of said account. The arbitrators, after having examined and heard the declarations of Messrs. Pre. Bousignes, M. Pacaud, Joseph Guillot, and Jean

François Girod, witnesses introduced by the parties, and sworn by John S. Lapauze, a justice of the peace, who positively assert that Claude François Girod has always refused to settle his accounts with his brother, Nicolas Girod, and after a scrupulous examination of the books, accounts, titles, and other documents which were produced in this affair, are of opinion that the sum of forty thousand four hundred and eighteen dollars and nine cents, claimed by said Nicolas Girod, is lawfully due to him. In faith whereof, we have signed the present award, that it may have its legal effect given to it

New Orleans, this fourteenth day of the month of December, eighteen hundred and fourteen.

(Signed) F. MEFFRE ROUZAN,
F. PERCY, JUN'R.

On this, the twelfth day of the month of December, 1814, in the 39th year of the independence of the United States of America, before me, one of the justices of the peace for the city and parish of New Orleans, personally appeared, as requested by the parties, Mr. Joseph Guillot, a witness in the case of Nicolas Girod vs. Jean François Girod, one of the testamentary executors of the late Claude François Girod, and Charles Robert Caune, attorney for the absent heirs, who being duly sworn according to law, declared and said, that he has always been a friend of the Girods, and that some time in the month of July, 1813, the late Claude Francois Girod, being in town, came to deponent's house, and requested him to call upon him in his room, saying that he had something to confide to him; and that having repaired thither, said Claude Francois Girod communicated his intentions of preventing all difficulties after his death, saying that he was desirous to settle with his brother Nicolas, that he had been to church, where he had knelt before the holy Virgin, beseeching her to assist him in terminating his affairs with his said brother Nicholas; deponent, knowing nearly all their affairs, asked him in what manner he intended to settle them; then, the said Claude François Girod told him—here are my propositions; I will sell my house in St. Louis street for cash, to my said brother Nicolas, with a view to settle with him, reserving, for the term of my natural life, the use of one of the back rooms of said house; and if there be any balance remaining due to him, he will grant me a delay to pay the same; and he requested deponent to submit those propositions to Nicolas Girod's consideration, which deponent did; but the said Nicolas Girod answered him surely, *no;* and added, that he requested deponent not to interfere in that affair, saying that he, himself, had made proposals to Claude François Girod, his brother.

Deponent further says, that he knows well that said affairs between Nicolas and Claude François Girod were never settled; and he has signed with us.

(Signed) JN. FRS. GIROD, *Test'y executor.*
" JOSH. GUILLOT,
" N. GIROD,
" R. CAUNE,
Attorney for absent heirs.

Sworn to and subscribed before me, at New Orleans, this 12th day of December, 1814.

(Signed) JH. L. LAPANGE,
Justice of the peace.

The succession of C. F. Girod, of Lafourche, to Nicholas Girod, of New Orleans. Dr.

		Principal.	Years.	Months.	Interests at 6 per cent.
1794.					
Nov.	801 hides left in the stores in the suburb as is known to J. F. Girod, at $2 a pce.	$1,602 00	20	–	$1,922 45
	Money belonging to me, and which he has kept, as is known to P. Bousignes	1,500 00	20	–	1,800 00
1797.					
Jan'y 1	Amount of money counted for my account by J. F. Girod to C. F. Girod, as per statement in account A, No. 40 -	6,222 18	17	10	6,657 61
	3 sword belts set with steel, and 3 surgeon's cases left to his care, and which he sold at Havana - - -	186 00	17	10	199 02
Sept. 1	Proceeds of 2 bales of blue *guinée*, containing 120 pieces, as per account annexed, bearing No. 1, and written by the late Guillempan, agent of C. F. Girod - - - - - -	651 50	17	–	664 02
19	Proceeds of a box of manna, as per same account - - - -	229 06	17	–	233 58
1798.					
Jan'y 1	To account of merchandize, as per waste book, No. 42 - - - -	379 16	16	10	382 78
13	To merchandizes sold for my account, as per book 13, No. 41 - - -	813 82	16	9	817 90
Aug. 24	To nett proceeds of 12 barrels of wine, as per account of sale in book No. 1, written by Guillempan - -	899 00	16	3	876 52
	To nett proceeds of 498 sextains of cards, as per account of sale in book No. 1, written by Guillempan - -	489 63	16	3	477 75
	To nett proceeds of 762 sextains of cards, as per account in the same book No. 1, written by Guillempan - -	991 38	16	3	966 22
1799.					
Mar. 1	To nett proceeds of divers merch'ses sold for my account at Vera Cruz, as per statement annexed under No. one	13,901 94	15	7	12,998 30
1813.					
July 3	To balance in my favor of an account of our Lafourche affairs - - -	6,574 30	1	3	493 06
	Amount due by the succession -	–	–	–	$62,929 09
	Amount to be deducted.				
1803.					
April 1	Rents for part of a house in St. Louis street, from the first of April, 1803, to the 1st of April, 1810, that is, seven years, at the rate of $800 a year, minus the repairs - - - -	5,600 00			

1811.	Brought forward - - - -		-	$62,929 09
April 1	Rents for the whole house from 1811 to 1814, that is, 4 years, at $1,500 a year, minus the repairs - - -	6,000 00	11,600 00	
	Add the interest as follows:			
From 1804 to 1805, 10 yrs., on $800 - -		$480		
1805 " 1806, 9 " 800 - -		432		
1806 " 1807, 8 " 800 - -		384		
1807 " 1808, 7 " 800 - -		336		
1808 " 1809, 6 " 800 - -		288		
1809 " 1810, 5 " 800 - -		240		
1810 " 1811, 4 " 1,500 - -		192		
1811 " 1812, 3 " 1,500 - -		270		
1812 " 1813, 2 " 1,500 - -		180	2,802 00	
Balance of my account in ledger B, No. 2 -		5,445 19		
Interests calculated on that sum from Feb'y 1st, 1806, to Nov'r 1st, 1814, 7 years and 3 months		2,504 70	7,949 89	
				$22,351 89
Balance due by the succession to Ns. Girod -				$40,577 20

Errors or omissions excepted.

Signed, N. GIROD.

Sworn to and subscribed before me, at New Orleans, November 25th, 1814.

Signed, JH. L. LEPANZE,
Justice of the peace.

Order 15th December, 1814.

NICHOLAS GIROD,
vs.
JEAN FRANCOIS GIROD, ex. of C. F. Girod, and C. R. CAUNE, att'y, &c. } 604.

Upon motion of Alfred Hennen, esq'r, counsel for the plaintiff, and upon reading and filing the report of the arbitrators appointed in this case, it is ordered, that the defendants do shew cause on Saturday next, the 17th instant, if any they have or can, why the said report should not be homologated, and made the judgment of this court in the premises.

Sheriff's return on copy of the above order.

Served copy of the within order on each of the defendants, December 15th, 1814.

Signed, J. H. HOLLAND,
Deputy sheriff.

Order and Judgment.

It is ordered, that the report of the arbitrators be homologated, and made the judgment of the court in this case, and that the said defendants do pay to plaintiff, in conformity to the said award, the sum of forty

thousand four hundred and eighteen dollars and nine cents, with costs of suit to be taxed.

New Orleans, May 6th, 1815.

Signed, J. PITOT, *Judge.*

I do hereby certify this to be a true copy of all the records, documents, and proceedings had in this case. Clerk's office of the parish court, New Orleans, January 10th, 1844. [SEAL.]

Signed, ALFRED BODIN,
Deputy clerk.

Mortuary proceedings of Claude Francois Girod's succession in Assumption, including will, codicils, inventory, sales, &c.

I, Claude François Girod, the legitimate son of François Silvestre Girod, deceased, and of the late François, born Dubois, native of Thône, in Savoy, diocese of Geneva, province of France, and now a resident of the parish of Assumption, on bayou Lafourche, in the State of Louisiana, being about sixty years of age, and desirous to die in the Roman catholic and apostolic religion, under which I have ever lived, with a firm belief in the mysteries of our holy religion, do ordain this my last will or testament, in case I should be overtaken by death, the hour of which I am uncertain of; and as it behooves all living beings to settle their temporal affairs, when they are in the full enjoyment of their health and reason, in order to avoid thereby the difficulties which arise, when we are laboring under a dangerous disease, which takes from us the use of our reasonable faculties, and consequently deprives us of the understanding and memory necessary to the faithful and peaceable settlement of our family affairs, with a view to avert from our heirs the difficulties, always prejudicial to those that are absent. Now, therefore, under these circumstances, I invoke the grace and clemency of God, to whom I recommend my soul when separated from my body; and I wish and ordain, that the latter be buried among faithful christians, with all the usual rites of our mother church, leaving with my testamentary executors hereinafter named, the performance of all pious works, such as causing three masses to be said on my behalf to my holy patron, as also funeral services, masses, &c., &c.

First. I declare that the property I am now possessed of are the earnings of my labour and savings, and consist of the following items, to wit: three houses and several lots situated in suburb Saint Mary, above the city of New Orleans, and one in Chartres street, now occupied by my brother, Nicolas Girod; one main plantation whereon I reside, situated in said bayou Lafourche, with all the buildings, improvements, and appurtenances thereof, and being thirty-one and a half arpents front, together with the utensils, implements of husbandry, animals of all kind, and one hundred and odd slaves of different ages belonging to me; also, a quantity of lands situated in the different parishes of the bayou, the titles to which I hold in my possession; also, a certain sum of money is due to me which I cannot ascertain at present, but which will be made to appear by the books and obligations in my power; also, I am the

owner of upwards of two hundred and seventy bales of ginned cotton now in my stores; also, I declare that I am indebted unto divers persons by obligations, and little by accounts, in a sum of about thirty thousand dollars.

3. I give and bequeath to my parish of Thone, in Savoy, to have a solemn mass, annually, said on my behalf, and to contribute to the repairs of said church, a sum of two thousand dollars, such being my will.

4. I give to the poor of my said parish, to be distributed among them so as to meet their most pressing wants, a sum of one thousand dollars, such being my will.

5o. I give and bequeath to the cousins, Dodos Gollié, of said parish, a sum of five hundred dollars, such being my will.

6o. I give and bequeath to the brothers and sisters, Joseph Suard, senior, and Antoine Suard, junior, sons of Antoine Suard, deceased, since about thirty years, residing at Cluse, in Fonsigny, (Savoy,) the sum of two thousand dollars, such being my will.

7o. I give and bequeath to my distant relations of said parish, a sum of five hundred dollars to be distributed among them, such being my will.

8o. I give and bequeath to the Charity Hospital, of Thone, in Savoy, a sum of one thousand dollars, such being my will.

9. I give and bequeath to the children of my deceased sister, Françoise, wife of Poidebard, without prejudicing their rights in and to my succession, the sum of two thousand dollars, to be divided between them by equal portions, such being my will.

10o. I give and bequeath to my sister Teresa, wife of Quetant, without prejudice to her rights in my succession, a sum of one thousand dollars, such being my will.

11. I give and bequeath to my god dauther and sister, Rosalie, married at Taloire, her husband's name being unknown to me, a sum of one thousand dollars, without prejudice to her rights in my succession, such being my will.

12. I give for once to my brother James Girod, a sum of four thousand dollars, without any other rights or pretensions whatever in and to my succession, such being my last will.

13. I give and bequeath to my brother Claude, married, the sum of two thousand dollars, without prejudice to his rights in my succession, such being my last will.

14. I give and bequeath to the parish of Assumption, for the church Gardens, in Lafourche, where I now reside, a sum of five hundred dollars for contributing to the construction of a church, such being my will.

15. I give and bequeath to the mulatress, Françoise Vils, for the faithful services she has rendered to me at my house, during a long space of time, a sum of six thousand dollars, which shall be paid to her (after my death) one, two, and three years, such being my will.

16. I give and bequeath to my god-daughter Françoise, a free colored woman, the daughter of Rosette, a negro woman, a sum of fifteen hundred dollars, such being my last will.

17. I give and bequeath to the mulatress Belanie, wife of Colas Meillen, a sum of two hundred dollars, such being my will.

18. I give likewise to her younger sister Polline, a sum of two hundred dollars, such being my will.

19. I give and bequeath to my mulatto slave Dominic, who is a blacksmith and rum distiller, his freedom, which he shall be put in possession of six months after my death, for his good and faithful services to me.

20. I nominate for my testamentary executors the following persons, my brother Nicolas, who is my senior, and Jean François, my junior, the former being a merchant, residing at Washita, and in their default, Mr. Phillipon, senior, merchant at New Orleans, to whom I give, by the present olographic testament, full power and authority as required by law to take possession of all my property present and to come, to inventory, sell, and cause them to be sold, as to him will seem best for the heirs of all my brothers and sisters, present and absent, without intervention of justice, hereby annulling and declaring void all other testaments, codicils, and donations, mortis causa, and other acts of last will which I may have made previous to, and to the prejudice of the present, which is the only one I adopt as being my last will, in order that my heirs may inherit and enjoy my property with the benediction of God and mine, &c.

Done and passed on my plantation, at Lafourche, the 30th of November, 1812.

(Signed) C. F. GIROD.

J'H COURRIE, witness.
SAINT FELIX, witness.
Ne varietur———

STATE OF LOUISIANA, *parish of Assumption:*

Monday, the 8th of November, in the year 1813.

At the request of Mr. Nicolas Girod, I, F. Corvaisier, judge of this parish, did repair to the plantation of the late C. F. Girod, where a bundle written over having been presented to me as the testament or last will of the said C. F. Girod, signed by him under date of the thirtieth of November, eighteen hundred and twelve, as also an open codicil signed by the deceased, in the presence of Messrs. Prevot, St. Felix, and François Bernard de Deva, I proceeded to the proof of said testament by swearing to that effect Messrs. St. Felix and J'h Courrier, witnesses to said testament, in the presence of Mr. Nicolas Girod, and then proceeded to open the same.

(Signed) N. GIROD,
J. L. COURRIE,
SAINT FELIX BECHE,
justice of the peace.
F. CORREJOLLES, witness.
F. CORVASIER, *judge.*

ner of upwards of two hundred and seventy bales of ginned cotton w in my stores; also, I declare that I am indebted unto divers persons obligations, and little by accounts, in a sum of about thirty thousand llars.

3. I give and bequeath to my parish of Thone, in Savoy, to have a emn mass, annually, said on my behalf, and to contribute to the re-rs of said church, a sum of two thousand dollars, such being my will.

1. I give to the poor of my said parish, to be distributed among them s to meet their most pressing wants, a sum of one thousand dollars, h being my will.

o. I give and bequeath to the cousins, Dodos Gollié, of said parish, m of five hundred dollars, such being my will.

o. I give and bequeath to the brothers and sisters, Joseph Suard, lor, and Antoine Suard, junior, sons of Antoine Suard, deceased, since t thirty years, residing at Cluse, in Fonsigny, (Savoy,) the sum of thousand dollars, such being my will.

o. I give and bequeath to my distant relations of said parish, a sum ve hundred dollars to be distributed among them, such being my will.

o. I give and bequeath to the Charity Hospital, of Thone, in Savoy, m of one thousand dollars, such being my will.

I give and bequeath to the children of my deceased sister, Fran-, wife of Poidebard, without prejudicing their rights in and to my ession, the sum of two thousand dollars, to be divided between them qual portions, such being my will.

o. I give and bequeath to my sister Teresa, wife of Quetant, with-prejudice to her rights in my succession, a sum of one thousand rs, such being my will.

I give and bequeath to my god dauther and sister, Rosalie, mar-t T'aloire, her husband's name being unknown to me, a sum of one and dollars, without prejudice to her rights in my succession, such my will.

I give for once to my brother James Girod, a sum of four thousand s, without any other rights or pretensions whatever in and to my sion, such being my last will.

I give and bequeath to my brother Claude, married, the sum of ousand dollars, without prejudice to his rights in my succession, eing my last will.

I give and bequeath to the parish of Assumption, for the church ns, in Lafourche, where I now reside, a sum of five hundred dol-r contributing to the construction of a church, such being my will.

I give and bequeath to the mulatress, Françoise Vils, for the faith-vices she has rendered to me at my house, during a long space of sum of six thousand dollars, which shall be paid to her (after th) one, two, and three years, such being my will.

I give and bequeath to my god-daughter Françoise, a free colored , the daughter of Rosette, a negro woman, a sum of fifteen hun-llars, such being my last will.

17. I give and bequeath to the mulatress Belanie, wife of Colas Meillen, a sum of two hundred dollars, such being my will.

18. I give likewise to her younger sister Polline, a sum of two hundred dollars, such being my will.

19. I give and bequeath to my mulatto slave Dominic, who is a blacksmith and rum distiller, his freedom, which he shall be put in possession of six months after my death, for his good and faithful services to me.

20. I nominate for my testamentary executors the following persons, my brother Nicolas, who is my senior, and Jean François, my junior, the former being a merchant, residing at Washita, and in their default, Mr. Phillipon, senior, merchant at New Orleans, to whom I give, by the present olographic testament, full power and authority as required by law to take possession of all my property present and to come, to inventory, sell, and cause them to be sold, as to him will seem best for the heirs of all my brothers and sisters, present and absent, without intervention of justice, hereby annulling and declaring void all other testaments, codicils, and donations, mortis causa, and other acts of last will which I may have made previous to, and to the prejudice of the present, which is the only one I adopt as being my last will, in order that my heirs may inherit and enjoy my property with the benediction of God and mine, &c.

Done and passed on my plantation, at Lafourche, the 30th of November, 1812.

(Signed) C. F. GIROD.

J'H COURRIE, witness.
SAINT FELIX, witness.
Ne varietur———

STATE OF LOUISIANA, *parish of Assumption:*

Monday, the 8th of November, in the year 1813.

At the request of Mr. Nicolas Girod, I, F. Corvaisier, judge of this parish, did repair to the plantation of the late C. F. Girod, where a bundle written over having been presented to me as the testament or last will of the said C. F. Girod, signed by him under date of the thirtieth of November, eighteen hundred and twelve, as also an open codicil signed by the deceased, in the presence of Messrs. Prevot, St. Felix, and François Bernard de Deva, I proceeded to the proof of said testament by swearing to that effect Messrs. St. Felix and J'h Courrier, witnesses to said testament, in the presence of Mr. Nicolas Girod, and then proceeded to open the same.

(Signed) N. GIROD,
J. L. COURRIE,
SAINT FELIX BECHE,
justice of the peace.
F. CORREJOLLES, witness.
F. CORVASIER, *judge.*

And by the opening of said testament we saw that Messrs. N'as Girod d F'ois Girod, brothers of the deceased, were appointed testamentary ecutors.

(Signed,) F. CORVAISIER, *Judge.*

the honorable Fran's Corvaisier, judge of the court of probates of the parish of Assumption, Lafourche.

e petition of Nicholas and Jean François Girod, both merchants, re-iding in the State of Louisiana, and testamentary executors of the te Claude Francois Girod, deceased, in the said parish, humbly heweth:

That their deceased brother, Claude Francois Girod, by his testament d the 30th of November, 1812, has appointed them his testamentary cutors and detainers of his estate, and, as such, given to them full er and authority to cause an inventory of all his property to be made, out intervention of justice, to sell or cause to be sold his property, in le or in part, as to them will seem best for their own interests, and hose of the absent heirs named in said testament.

Therefore petitioners pray the honorable court to order that the sale he moveables, moveable effects, and of the main plantation, as also he slaves of both sexes employed thereon, and other lands adjoining eto, and making part thereof in the lifetime of the deceased, be made blic auction for cash, as consisting in part of perishable objects, and he purpose of paying the debts of the succession, after the usual de- advertisements, and publications required by law.

he 19th of January, 1814.

(Signed,) N. GIROD,
Testam'y executor.
JN. FS. GIROD,
Testam'y executor.

E OF LOUISIANA,

Parish of Assumption, the 12th of November, 1813.

the request of Mr. Nicolas Girod, one of the testamentary execu-, F. Corvaisier, judge of the parish aforesaid, did repair to the plan- of the late C. F. Girod, for the purpose of taking the inventory ppraisement of the property, both moveable and immoveable, be-g to the succession of said C. F. Girod; and after having sworn in bly to law the appraisers, Messrs. Valentine Solet and Ch's Bollot, ve proceeded and begun as follows, to wit, by the moveables and ure of the main house.

lot	A lot of ground situated in Donaldsonville, valued at - - - - - -	$300 00
"	A plantation, containing 6 arpents 5 toises, and being two leagues distant from the river, valued at - - - - - -	2,500 00

3d lot	A plantation four leagues distant from the river, containing 8½ arpents front, appraised at -	$1,500 00
4th "	The main plantation, containing 31½ arpents front, with the sugar-house therein, valued at	20,000 00
5th "	A plantation opposite the main one, also containing 31½ arpents front, appraised at -	2,500 00
6th "	A plantation situated at 8 leagues from the river, and measuring three arpents front, valued at -	500 00
7th "	A plantation situated in Lafourche interior, at 9 leagues from the river, and containing 5 arpents 28 toises, valued at - - -	1,500 00
8th "	A plantation of 13 arpents acquired from Joseph Avabre, and situated in said Lafourche interior, at ten leagues from the river, valued at -	1,600 00
9th "	An uncleared tract of land containing seven arpents, and situated at 15 leagues from the river, appraised at - - - -	300 00
10th "	An uncleared tract of land measuring 10 arpents, and situated at 19 leagues from the river, valued at - - - - -	250 00
11th "	A plantation acquired from Jacques Cantrelle, measuring 36 arpents front, and situated on the right bank of the bayou, at twenty leagues from the river, valued at - - -	1,500 00
12th "	A tract of land, uncleared, measuring 37 arpents front, and situated on the left bank of the bayou, at 20 leagues from the river, valued at -	500 00
13th "	A tract of land, uncleared, measuring 38 arpents front, and situated on the left bank of the river, at 21 leagues from the river - - -	400 00
14th "	A plantation situated on the left bank of the bayou, measuring 15 arpents front, and bought at the auction sale of Cher Ami, valued at -	400 00
15th "	Timballier island, situated at the mouth of bayou Lafourche, valued at - - -	100 00
16th "	Caillon island, similarly situated - -	30 00
17th "	Brosse island, similarly situated - -	50 00
18th "	A distillery, kettle, the implements of husbandry of the sugar plantation, and the animals belonging thereto - - - - -	6,000 00
19 "	Astor, a negro man aged 18 years, valued at	400 00
20 "	Henry, " " 60 " -	250 00
21 "	John, " " 35 " -	300 00
22 "	Victor, " " 30 " -	450 00
23 "	John, " " 24 " -	100 00
24 "	Jaw, " " 30 " -	400 00
25 "	Telemaque, " " 25 " -	300 00

lot	Jn. Louis, negro man, aged	35	years, valued at		$250 00
"	Gaspard, " "	30	"	-	500 00
"	Henry, " "	30	"	-	600 00
"	F's. Petavin, " "	25	"	-	600 00
"	Jacques Verret "	45	"	-	250 00
"	Antoine, " "	22	"	-	500 00
"	Valentin, " "	22	"	-	500 00
"	Gustin, " "	24	"	-	300 00
"	Red Laurent, "	25	"	-	250 00
"	Big Thom, " "	45	"	-	250 00
"	Baptiste Attakapas, "	20	"	-	450 00
"	Yorkman, " "	25	"	-	350 00
"	Samsy, " "	25	"	-	250 00
"	Jacques Attakapas, "	40	"	-	300 00
"	Quoicon, " "	25	"	-	500 00
"	Celestin, " "	20	"	-	550 00
"	Little Colas, " "	16	"	-	600 00
"	Cesar, " "	50	"	-	400 00
"	Henry, " "	45	"	-	500 00
"	Hector, " "	50	"	-	300 00
"	Pierre, " "	57	"	-	500 00
"	Dominique, " "	30	"	-	400 00
"	Laurent, " "	25	"	-	500 00
"	Isidore, " "	30	"	-	200 00
"	Big James, " "	30	"	-	500 00
"	Old Baptist, " "	60	"	-	50 00
"	Ioli Cœur, " "	25	"	-	600 00
"	Francis Senegal, "	35	"	-	600 00
"	Francis Congo, "	35	"	-	500 00
"	Baptist Congo, "	18	"	-	500 00
"	Auguste, " "	20	"	-	600 00
"	Little Lewis, " "	20	"	-	500 00
"	Wawa, " "	20	"	-	450 00
"	Figaro, " "	25	"	-	550 00
"	Emmanuel, " "	30	"	-	300 00
"	L'Eveillé, " "	23	"	-	450 00
"	St. John, " "	25	"	-	300 00
"	Satunin, " "	30	"	-	300 00
"	Charles, " "	35	"	-	450 00
"	Louis Woodenleg, "	45	"	-	100 00
"	Lindor, " "	25	"	-	600 00
"	John, deaf, " "	30	"	-	250 00
"	Cesar Maniga, "	45	"	-	450 00
"	Soulié, " "	30	"	-	300 00
"	Little Isidore, "	15	"	-	450 00
"	Big Gustin, " "	45	"	-	150 00
"	Jean Louis, " "	50	"	-	250 00

73	lot	Little James, negro man, aged 20 y'rs, valued at	$150 00
74	"	Couami, " " 25 " -	500 00
75	"	Charles Verret, " " 35 " -	550 00
76	"	Old James, " " 60 " -	100 00
77	"	Joseph, " " 17 " -	450 00
78	"	Jim, " " 8 " -	250 00
79	"	Venus a negro woman aged 22 years, and her daughter Charlotte, 2 years old - -	600 00
80	"	Thereze, a negro woman aged 35 years, with a male child 4 years, and a female one 3 years	800 00
81	"	Lucille, insane negro woman, aged 30 years, with a male child, Noel, aged 3 months -	100 00
82	"	Mariane, a negro woman aged 50 years -	150 00
83	"	Melite, a negro woman aged 30 years · -	250 00
84	"	Pouponne, a negro woman aged 25, with two sons, Cocks aged 6 years, and Hypolite aged 4 years, and a daughter two years old, the whole valued at - - - -	850 00
85	"	Harriett, a negro woman aged 30 years, valued at - - - - - -	500 00
86	"	Mansala, a negro woman aged 25, and two daughters, named Eloize, aged 4 years, and Isabel, 2 years, valued at - - -	600 00
87	"	Marie Jeanne, aged 45 years, and two children, James, aged 8 years, and Clara, aged 2 years	600 00
88	"	Marie Senegal, aged 50 years, with a male child, Philip, aged 6 years - - -	450 00
89	"	Big Sophia, aged 30 years, and a female child, Adelaide, aged six years - - -	350 00
90	"	Fanny, a negro woman aged 20 years, and a male child, Ferdinand, aged 6 months, valued at - - - - - -	450 00
91	"	Cecily, aged 50 years, valued at - -	250 00
92	"	Arsene, aged 25 years, and a male child, John Baptist, 3 months old - - -	250 00
93	"	Mary Thereze, aged 30 - - -	250 00
94	"	Mary Jane, aged 40, and her son Prosper, aged 2 years - - - - -	500 00
95	"	Ursule, aged 25 years, and two sons, Celestin, 6 years, Marcel, 3 years, and a girl, Christina, 4 months old - - - -	900 00
96	"	Red Thereza, aged 35 - - -	25 00
97	"	Mary Jiamba, aged 25 - - -	300 00
98	"	Rosetta, aged 30 years, and 3 girls, Angelique, 12 years, Eulalie, 9 years, and Pelagie, 2 y'rs, valued - - - - -	900 00

lot	Celeste, aged 20 years - - -	$300 00
"	Jeannette, aged 30 years, and a boy named Dogobert, aged 2 years - - -	400 00
"	Harriett, aged 45 years - - -	100 00
"	Little Sophia, aged 25 years, and a girl named Constance, aged 2 years - - -	300 00
"	Fanchonette, aged 20 years - - -	400 00
"	Genevieve, aged 25 years - - -	350 00
"	Phrosine, aged 18 years - - -	400 00
"	Rose, aged 18 years - - - -	400 00
"	Victoria, aged 40 years, 3 male children, Francis 7 years, Prince 5 years, and Cotieu 6 mo's.	550 00
"	Rosalie, a negro woman, aged 50 years -	10 00
	Total amount -	$76,415 00

e said appraisement, amounting to the sum of seventy-six thousand undred and fifteen dollars, we have closed the same, in the pre- of Mr. Nicholas Girod, and the witnesses who have signed with me.

F. CORVAISIER,
Judge of the parish.

us signed: N. GIROD,
Testam'y executor.
V'TIN SOULET, *Appraiser.*

RICHE, witness. CH'S BOLOT, *Appraiser.*

Before me, F. CORVAISIER, *Judge.*

E OF LOUISIANA,

Parish of Assumption, the 18th of February, 1814.

ss verbal of the appraisement of the articles hereinafter inventoried, onging to the succession of the late C. F. Girod, and which could be appraised when the original inventory was made on the 12th November, 1813, at the request of the testamentary executors of late C. F. Girod, and in the presence of the judge aforesaid; and latter having previously appointed and sworn in the appraisers einafter named, we proceeded to the following appraisement, to :

tract of land, not cleared, measuring 27 arpents front, situated on the left bank of the bayou, at seventeen leagues from the river, and purchased from Dominique Esteve and Jn. Use, valued at -	$900 00
old silver spoons and forks, 2 silver gravy spoons, 21 tea silver spoons, valued together at - -	56 00
00 gallons of tafia, ready for delivery within a fortnight, valued at 62½ cents a gallon - -	1,375 00

4. 55,000 pounds of sugar, on the cisterns, valued at 8 cents a pound - - - - - -	$4,400 00
5. 63 bales of cotton, (nine of which are damaged,) weighing together 23,150 pounds, at 8 cents a pound - - - - - - -	1,850 00
	$8,581 40

The said appraisement, amounting to the sum of eight thousand five hundred and eighty-one dollars forty cents, we have closed and terminated the same, the day, month, and year above written, in the presence of the parties, and of the witnesses and appraisers who have signed with me, the aforesaid judge.

Thus signed: JN. FS. GIROD,
Executor for me, and for N'as Girod, as his agent.
ETIENNE BOUDREAUX,
Appraiser.
PIERRE CANCIER,
Appraiser, his x mark.

L. RICHE, witness.
SAINT FELIX, witness.

The amount of this appraisement reaches eight thousand five hundred and eighty-one 40-100 dollars. Before me,
F. CORVAISIER, *Judge.*
The 3rd day of February, 1814.

On the day and year above written, upon the request of the testamentary executors of the late C. F. Girod, I, F. Corvaisier, judge of this parish, did repair to the plantation of the deceased, where I was exhibited the books and accounts due by divers persons, and, after having examined the same, we have separately marshalled the debtors, who, in our opinion, are solvent, from those whom we look upon as doubtful, for the account of said succession, to wit:

Notes and obligations considered as good.

Simon Paul Bourgeois' obligation to pay in March, 1814, as per act in the office of the judge of Lafourche interior - - - - - - -	$950 00
Widow Esteve Dominique's obligation, secured by mortgage - - - - - -	150 00
P're Percle's obligation, with mortgage - -	119 00
Jean Maillet's " " - - -	629 18
Fs. Marie Gautrot, per act - - - -	80 00
P're Paul Aucoint - - - - -	114 50
Louis Bezeuil's note, due in March, 1814 - -	28 00
Joseph Bourg's two notes - - - -	97 43
Richard Dubrai's note - - - -	1 63
Etienne Peltier's note - - - - -	50 00
Jean Hebert's note - - - - -	52 25

Bellony Bertrand's note		$51 25
Martin's note		52 00
F'cis Basilland's note		24 06
Chs. M. Boudreaux's note		11 32
Fabien Guissot and Jn. Bte. Bourg's note		59 50
Joseph Landry's	ditto	24 50
Joachim Blanchard's	ditto	185 87
Paul Boudreaux's	ditto	16 94
Antoine Coupelle's	ditto	55 00
Jacques Lamotte's	ditto	275 00
Pierre Guillote's	ditto	26 87
Chevalier Malarcher's	ditto	55 38
Antoine Arabie's	ditto	22 25
Jacques Caillout's	ditto	162 00
P. M. Terriot's	ditto	13 56
Borel Terriot's	ditto	8 32
Closse Michel's	ditto	949 43
Joseph Gautreaux's	ditto	259 44
Pierre Lauze's	ditto	250 00
Joseph Lejeune's	ditto	116 93
Benoist Gautro's	ditto	53 25
Jh. Félix Boudreaux's	ditto	104 69
Widow S. Blanchard's	ditto	40 63
Jean Dupré's	ditto	50 00
Gregory Landry's	ditto	56 75
Jh. Michel's	ditto	35 18
Peter Menin's	ditto	55 07
F'cis Boudreaux's	ditto	39 06
Alexander Millet's	ditto	50 43
N'as Mettal's	ditto	88 37
Peter Berelo's	ditto	298 18
F'cis Aisenne's	ditto	34 50
John Oliver's	ditto	23 00
F. B. Gros's	ditto	45 00
Chs. Blanchard's	ditto	8 75
Isaac Landry's	ditto	100 00
Ives Rousseau's	ditto	25 50
Peter Heraut's	ditto	102 43
Mich'l Rucoris's	ditto	8 00
Bellimé Blanchard's	ditto	24 07
Mrs. Auguste Verret's	ditto	23 06
Guillaume Bourg's two notes		47 94
Olivier Caillion's note		26 00
Joseph Monte, three notes and a bill		372 25
Dutillet and Mrs. Verret, by notes		107 75
T. B. Galien, balance of account		4 00
Jh. Levert's note		31 25

Louis Richard's two notes			$46 25
Simon Le Blane, balance of account			28 18
Paul Le Blane's note			637 12
			$74,799 33

Debtors by accounts.

F. Huguet	$120 43	
Marot	225 32	
Estate of P. Labat	91 50	
Ant. Ledes	4 50	
F. Courvaisier	118 69	
G. Arsenaux	5 75	
F. Gaudet	28 25	
J. B. Rucoin	28 00	
O. Portier	80 00	
Jh. Granger	32 18	
Edw. Daigle	24 32	
Seven	56 75	
J. B. Dinet	25 00	
Martin Surgeon	39 75	
W. J. B. Bourg	8 50	
Pouponeau	60 42	
Mrs. Le Beuf	813 82	
		1,763 18
		$9,250 51

Doubtful debts.

F. Valet's	account		$33 00	
Bellanger's	ditto		26 00	
Garrick's	ditto		10 00	
Widow Lussard's	ditto		50 50	
Bourguignon's	ditto		123 75	
Jos. Daigle's	ditto		7 13	
Durrion and Pavie's	ditto		493 37	
Cadet Bayou's	ditto	229 37	533 37	
"	note	304 00		
Louis Dougas'	note		84 75	
Brew's	ditto		83 90	
Gerard's	ditto		244 60	
Bellardin's	ditto		4 50	
Gregory Rucoin's	ditto		137 75	
J. B. Juneau's	ditto		142 50	
Thibodeaux's account in suit			646 07	
Widow Lambert's note			16 50	
			$2,643 54	

We certify the present account to be true and correct as above detailed, errors of calculation excepted.

Signed, J. F. GIROD, *Executor.*
SAINT FELIX, *Witness.*

State of Louisiana, parish of Assumption, the eighteenth day of February, in the year 1814.

On the day and year aforewritten, upon the request of the testamentary executors of the late C. F. Girod, I, François Corvaisier, judge of the said parish, did repair to the sugar plantation of the deceased, and we there proceeded to the sale and adjudication, (as requested,) of the property, both moveable and immoveable, belonging to the succession, to wit:

1. A plantation containing eight arpents 5 toises front, on the ordinary depth, situated on the left bank of the Bayou, at two and a half leagues from the river, adjudicated to Mr. Saint Felix for the sum of twenty-five hundred dollars, - - - - - -	$2,500 00
2o. A sugar plantation measuring 8½ arpents front, on the ordinary depth, and situated at four leagues from the river, adjudicated to St. Felix for fifteen hundred dollars, - - - - - - -	1,500 00
3. A plantation measuring 31½ arpents front, on the ordinary depth, with a sugar house, tafia distillery, and cotton-gin; also the implements of husbandry, furniture and effects, mules, horses, and cattle, belonging to said plantation; also 117 slaves, of both sexes, and different ages, as described in the inventory, and not warranted free of the vices and maladies prescribed by law, because one of them is insane, and several others are addicted to the vices provided against by law; also a tract of land, (not improved,) measuring about 31½ arpents front, on the ordinary depth, and situated opposite the above described plantation, that is, on the right bank of the Bayou, the whole adjudicated to St. Felix for the sum of sixty-five thousand five dollars, -	65,005 00
4. A tract of land situated on the left bank of Bayou Lafourche, of about eight leagues from the river, and measuring 3 arpents front, on the ordinary depth, adjudicated to St. Felix for the sum of five hundred dollars, - - - - - -	500 00
5o. A tract of land situated in the parish of Lafourche Interior, measuring 5 arpents 28 toises front, on the ordinary depth, and liable to a claim of one square arpent on the front; adjudicated to St. Felix for fifteen hundred dollars, - - - - - -	1,500 00
6. A tract of land, (not cleared,) situated in the same parish, at 11 leagues from the river, and measuring 13 arpents front; adjudicated to St. Felix for sixteen hundred dollars, - - - - - -	1,600 00

7. A tract of land, (not cleared,) situated at 15 leagues from the river, and measuring seven arpents, on the ordinary depth, adjudicated to St. Felix for three hundred and ten dollars, - - - -	$310 00
8. A tract of land, (not cleared,) situated on the right bank of the Bayou, at nineteen leagues from the river, and measuring ten arpents front, adjudicated to St. Felix for two hundred and fifty dollars, - -	250 00
9. A plantation situated on the right bank of the Bayou, at twenty leagues from the river, and measuring 36 arpents front, on the ordinary depth, adjudicated to St. Felix for fifteen hundred and twenty-five dollars, -	1,525 00
10. A tract of land, (not cleared,) situated on the right bank of the Bayou, at 21 leagues from the river, and measuring 37 arpents front, on the ordinary depth, adjudicated to St. Felix for five hundred dollars, -	500 00
11. A tract of land situated on the left bank of the Bayou, at 21 leagues from the river, and measuring 38 arpents front, on the ordinary depth, adjudicated to Saint Felix for four hundred dollars, - -	400 00
12. A tract of land purchased at the Cher Ami auction, situated on the left bank of the Bayou, and measuring 45 arpents front, on the ordinary depth, adjudicated to St. Felix for four hundred dollars, - - -	400 00
13. 3 small islands situated at the mouth of the Bayou, and known as Timballie, Cabrosse and Caillon Islands, adjudicated to Saint Felix for one hundred and eighty dollars, - - - - - - -	180 00
14. A tract of land, (not cleared,) measuring twenty-seven arpents front, on the left bank of the Bayou, at 17 leagues from the river, adjudicated to St. Felix for nine hundred dollars, - - - -	900 00
15. 21 old silver spoons and forks, 2 silver spoons, 21 tea ditto, adjudicated together to said St. Felix for sixty dollars, - - - . - -	60 00
16. 2,200 gallons of tafia, to be ready for delivery in a fortnight, adjudicated to St. Felix at the rate of 62½ cents a gallon, - - - - -	1,375 00
17. 55,000 pounds of sugar, to be taken on the cisterns, adjudicated to St. Felix at 8 cents a pound, - -	4,400 00
18. 63 bales of cotton, (9 of which are damaged,) weighing, together, 23,130 pounds, adjudicated to St. Felix at 8 cents a pound, - - - - -	1,850 40
	$84,755 40

N. B. A certain lot of ground situated at Donaldsonville, which, through error, was included in the original inventory, has not been sold, because it does not belong to the succession, but to one F'se Wiltz, a free woman of color. And the present sale being concluded on the day and year aforewritten, we have closed these presents, amounting to the total sum of eighty-four thousand seven hundred and fifty-five dollars and forty cents, omissions and errors of calculations excepted. And the witnesses, the last appraisers, and the parties interested, have signed, before the judge of the aforesaid parish of Assumption, on the 18th of February, 1814.

Signed, J'N F'S GIROD,
Test'y executor, for self, and by procuration of his brother, N'as Girod.
ETIENNE BOUDREAUY, *Witness.*
JACQUES TERIOT, *do.*
L. RICHE, *do.*
P. L. LAURET, *do.*
F'S CORREJOLES, *do.*
Ordinary mark of PIERRE CANCIEL, *do.*
JUAN VIVES, *do.*
J. BERN'DO DE DEVA, *do.*
Before me, F. CORVAISIER, *Judge.*

State of Louisiana, parish of Assumption, the 11th day of November, 1813.

I, F. Corvaisier, judge of the parish aforesaid, did, at the request of N'as Girod, one of the testamentary executors of the late C. F. Girod, repair to the plantation of the deceased, where the seals had been affixed by me; and having been requested to raise them, I examined them, and having found them sound and untouched, did raise them as requested; and then beginning by the strong-box, we took the inventory and description of the papers contained therein, as follows, to wit:

1. A bundle containing the muniments of title of the several tracts of land situated on Bayou Lafourche, and elsewhere.
2. A bundle containing papers relative to the law suit instituted by the deceased against H'y Rentrop.
3. A bundle of papers relative to old concerns.
4. A bundle containing promissory notes, accounts, and sundry other papers.
5. A bundle containing receipts, acquittances, and receipted accounts, of the years 1811, 1812, 1813.
6. A bundle containing receipts for territorial taxes.
7. A bundle containing promissory notes payable in 1813 and 1814.
8. A bundle of old settled accounts.
9. A bundle containing notes and settled accounts.
10. One red morocco port folio, and two memorandum books.
11. One old day book.

12. One waste book, and one day ditto.
13. A store containing sundry articles and implements for the service and wants of the plantation.
14. An open bureau containing sundry old papers.
15. A press, from which the seals have just now been raised, containing drugs and medicines, linen for the use of the house, and old account books.
16. A bureau in the same room, the seals whereof have just been raised, containing sundry papers and old accounts.
17. A small press containing, also, drugs, medicines, &c.
18. A press, the seals whereof were raised, containing the clothes of the deceased.

Done, terminated and closed, the year and day aforewritten, and signed—

N. GIROD, *Test'y executor.*
ST. FELIX.
Before me, F. CORVAISIER, *Judge.*

State of Louisiana, parish of Assumption, the 8th of November, 1813.

In conformity with the provisions of the law, and by consent of Mr. Nicolas Girod, here present, I, F. Corvaisier, judge of said parish, and of the court of probates, did appoint Mr. St. Felix, guardian of the plantation of the late C. F. Girod, and of all the moveables which may be found thereon, until they be disposed of otherwise.

The day and year aforewritten I inventoried the strong box, and withdrew therefrom a sum of money, amounting to eighty-seven dollars and sixty-two and a half cents, which sum was, with the consent of N'as Girod, one of the testamentary executors of the deceased, delivered for the daily wants of said plantation, to the guardian aforesaid, who acknowledges to have received the same for account of the succession. Next, I proceeded to affix the seals to the strong-box, containing sundry papers, books and registers, as also to a press and a bureau, and we set our names hereto, that it may have its full and legal effect.

Signed, N. GIROD,
SAINT FELIX,
L. RICHE,
Witnesses.

We moreover found on the plantation, 63 bales of cotton, which were pointed out to me by Mr. N'as Girod.

Signed, F. CORVAISIER, *Judge.*

Whereas, the honorable judge François Corvaisier, thinks that he is not authorized to sell the several properties situated in the parish of Lafourche, interior, as being without the jurisdiction of his said parish; and whereas, we are desirous to remove all the liabilities which the said honorable judge might subject himself to, by selling said lands in the same manner, and at the same time, as those situated within his jurisdiction. Now, therefore, as testamentary executors of the late C. F. Girod, we do

bind ourselves by these presents, to protect and warrant said honorable judge, against all the troubles and difficulties which might be the consequence of his thus selling the lands of the succession, situated out of this parish.

In faith whereof, we have signed these presents, to be by him used as of right. Parish of Assumption, the 16th of February, 1814.

(Signed) J'N FS. GIROD.
J'N FS. GIROD, *Executor.*

In the presence of the witnesses undersigned, I, François Claude Girod, will and ordain, by these presents, that my brothers and testamentary executors, shall give to François Wiltz, the sum of five hundred dollars to purchase her household furniture, and this without impairing what I may have left her in my testament, which sum shall be paid to her without delay; I moreover will that my testament, which I have made in duplicate, be faithfully executed in all its contents; one is in the hands of the reverend father Bernard de Deva, curate of the parish of Assumption, and the other in the hands of François Wiltz; the present is made by me whilst in the full enjoyment of my reason, and I have signed. Bayou Lafourche, the fourth day of the month of November, eighteen hundred and thirteen.

(Signed) C. F. GIROD.

We certify, that we were present when Mr. C. F. Girod signed the present act, which he declared unto us, to contain his will, and that he was at that time in the full enjoyment of his understanding. Bayou Lafourche, the 4th of November, 1813.

(Signed) F. BERNARD DE DEVA,
P. LAUZET,
SAINT FELIX.

I declare that I have given to François Wiltz, the one arpent lot purchased from Benoit Gotro, and bounded on the upper side by the said Gotro, and on the lower side by the lot which I have purchased from Bergeron, in consideration of her attentions and good services. Lafourche, the 6th of September, 1810.

(Signed) C. F. GIROD,
ANDREW GREEN,
LOUIS EXINCIOS.

Recorded in the clerk's office of the parish of Assumption, book A, folio 68.

(Signed) F. CORVAISIER, *Judge.*

I certify that this envelop encloses under my private seal my testament or last will, written and signed with my own hand, in presence of the witnesses. Signed, made, and passed on my plantation, at Lafourche, the 30th of November, 1812.

(Signed) C. F. GIROD,
J'H COURRIE, witness.
SAINT FELIX, witness.

Ne varietur.

I, the undersigned, parish judge of the parish of Assumption, do hereby certify that the preceding pages, from No. one to twenty-one, are a true and correct transcript of all the proceedings on record in my office, in the matter of the estate of the late François Claude Girod.

Given under my hand and seal of office, at the parish of Assump-
[SEAL.] tion, this second day of November, in the year of our Lord one thousand eight hundred and forty-one.

(Signed) A. W. PICHOT, *parish judge.*

Petition, citation, answers, report of referees, orders, &c., in the case of J'n F's. Girod vs. N. Girod, exec'r, and Cha's R. Caune, att'y, &c.

STATE OF LOUISIANA,
Parish court for the city and parish of Orleans.

J. F. GIROD,
vs.
NA'S GIROD, executor of C. F. GIROD, and CH'S R. CAUNE, att'y for the absent heirs. } No. 303.

J. F. Girod—petition filed March 12th, 1814.

To the honorable James Pitot, judge of the parish of Orleans.

The petition of John F. Girod, an inhabitant of the State of Louisiana, respectfully represents: that the succession of Claude Francis Girod is indebted to your petitioner in the sum of eight thousand two hundred and fifty-three dollars and twenty cents, as will fully appear by the account current hereunto annexed, and prayed to be made a part of this petition; your petitioner further represents, that the said Claude Francis Girod departed this life without settling the said account with your petitioner, or paying any part thereof; your petitioner further represents, that Nicolas Girod was appointed by the deceased one of the testamentary executors, and Charles Robert Coune, attorney for the absent heirs.

Your petitioner therefore prays your honor will call the said Nicolas Girod and Ch's R. Caune, to appear before your honor in their capacities aforesaid, and that your honor will name arbitrators to examine the said account, which, when so examined, your petitioner prays your honor will grant him a judgment against the said succession, for the aforesaid sum of eight thousand two hundred and fifty-three dollars and twenty cents, with interest and costs; and as in duty bound, will ever pray, &c.

(Signed) J'N F'S GIROD.

New Orleans, 13th March, 1814. Received the account annexed.
(Signed) J'N F'S GIROD.

Citation.

Messrs. N's Girod and Ch's R. Caune.

You are hereby summoned to comply with the prayer of the annexed petition, or to file your answer thereto in writing with the clerk of the parish of Orleans, at his office at New Orleans, in days after

the service hereof; and if you fail herein, judgment will be given against you by default.

[L. S.] Witness James Pitot, judge of the said court, this 12th day of March, in the year of our Lord 1814.

(Signed) THO'S S. KENNEDY, *Clerk.*

Sheriff's return.

Served copy of petition and citation on the defend'ts, March 12th, 1814. Returned, March 14th, 1814.

(Signed) J. H. HOLLAND, *D'y Sheriff.*

Answer of C. R. Caune, filed March 14th, 1814.

To the honorable James Pitot, judge of the parish court.

The answer of Charles R. Caune, attorney, appointed to the absent heirs of Claude Francis Girod, to the petition of John Francis Girod, against the estate of late Claude Francis Girod; your respondent says, that the claim made by the plaintiff must be proved before the court, and on that purpose he prays this honorable court to appoint referees to settle the accounts of the plaintiff claimed by him against the aforesaid estate, with costs of the suit; in duty bound.

(Signed) R. CAUNE, *Attorney.*

Answer of N. Girod, filed March 14th, 1814.

To the honorable James Pitot, judge of the parish court.

The answer of Nicolas Girod, an executor testamentary of the late Claude Francis Girod, to the petition of John Francois Girod, against the estate of the late aforesaid Claude Francis Girod.

Your respondent says, that the claim made by the plaintiff must be proved before the court, and on that purpose, he prays the honorable court to appoint arbitrators to settle the account of the plaintiff, claimed by him against the aforesaid estate, with costs of suit. In duty bound, your petitioner will ever pray.

Signed, N. GIROD.

Order March 15th, 1814.

JOHN F. GIROD, vs. N. GIROD, exec'r, and C. R. CAUNE. } Parish court for the parish and city of New Orleans.

Present, the honorable James Pitot.

Upon motion of the plaintiff, it is ordered by the court, that all the matters in dispute between the parties to this suit, be referred to Messrs. Philippon, jr., and Rouzan, and that they do make their report in the premises, with all convenient dispatch.

SAME, vs. SAME. } *Order, November 16th*, 1814.

Upon application of F. Girod, in propria persona, it is ordered, that Ferd. Percy, be named as arbitrator in the case, in the room of Philipon, who has refused to act in that capacity.

Report of referees, filed Nov. 23d, 1814.

We, the undersigned, arbitrators appointed by the honorable the judge of the parish and city of New Orleans, as appears from the decrees of said court, bearing date the first on the fifteenth of March last, and the other on the sixteenth of November instant, to examine and settle the accounts and demands of Jean François Girod against the succession of Claude François Girod, represented by Nicolas Girod, one of the testamentary executors, and C. R. Caune attorney for the absent heirs, and make our report thereon to said honorable court, do declare, under the sanctity of the oath we have this day taken, and which is written at the foot hereof, and, after a scrupulous examination of the documents, titles, accounts and books, to us exhibited and produced by the parties interested, and after having heard the reasons adduced by said parties on the articles, the titles whereof have not been produced, that the pretensions and demands of said Jean François Girod are founded, and that the sum of eight thousand two hundred and fifty-three dollars and twenty cents, being the balance of the sworn account which he has produced, under date of the 11th of March, of the present year, is lawfully due to him.

Signed, F. MEFFER ROUZON,
F. PERCY, junior.

Sworn to and subscribed before me, 22d November, 1814.
Signed, JOHN P. SANDERSON,
Justice of the peace.

Document annexed.

The succession of Claude Fs. Girod owes to Jean Fs. Girod, as follows, to wit:

For the sale of divers merchandizes, sold from 1797 to 1801, as per account of sale, amounting to the sum of		$518 50
For a negro man named Francis - - -		400 00
Proceeds of a lot of liquors which the said C. F. Girod has sold at Campeachy, for my account, amouning to		604 87
For my half of $1,193 75, being the proceeds of 26 barrels of gun powder, sold at New York, by J. Thebaut, and remitted to said C. F. Girod - -		596 87
Proceeds of 150 hides, sent to Jh. Thebaud at New York, the amount of which was received by C. F. Girod - - - - - -		334 25
For 1400 pounds of Tabasco pepper, sold at Bordeaux, at 20 cts. a pound, the proceeds having been received by C. F. Girod . - - - -		280 00
Amount of my invoice to Bordeaux, in 1802 - -		203 12
Cash balance in my favor on the 21st January, 1797, as appears by the cash book and a receipt of R. Guilhampan, agent of C. F. Girod -	$4,038 37	

Interests on $4,038 37, since the 21st of January, 1797, up to the 21st of March, 1814, at 5 per cent. - - - - -	3,264 47	
		$7,302 84
To be deducted - - - - - -		$10,240 45
Amount of the balance of my account in ledger B, folio 107, in favor of C. F. Girod - - -		1,987 25
		$8,253 20

Certified true and correct.

New Orleans, March 11th, 1814.

Signed, JN. F. GIROD.

Sworn to before me, March 11th, 1814.

Signed, GALLIEN PREVAL,
Justice of the peace.

Order, 23*d November*, 1814.

JN. F. GIROD,
vs.
N. GIROD, ex'r of C. F. GIROD,
and C. R. CAUNE, att'y, &c.

Upon the application of J. F. Girod, the plaintiff, in propria persona, and upon reading and filing the reports of the arbitrators or referees, appointed in this case, it is ordered, that the defendants do shew cause in open court, on Saturday next, the 26th inst., if any they have or can, why the said report should not be homologated and made final in this case.

Homologation and report.

Judgment for plaintiff agreeably to the award of the arbitrators, for the sum of eight thousand two hundred and fifty-three dollars and twenty cents, with costs of suit to be taxed. New Orleans, December 5th, 1814.

Signed, J. PITOT, *Judge.*

I do hereby certify this to be a true copy of all the records, documents and proceedings had in this case, viz: Jn. Fs. Girod, vs. N. Girod, ex'r, and C. R. Caune, &c. Clerk's office of the parish court, New Orleans, January 11th, 1844.

[SEAL.]

Signed, ALFRED BODIN,
Deputy clerk.

Inventory of the succession of Nicholas Girod.

Extract from the inventory of the property and effects, belonging to the succession of the late Nicolas Girod, and situated in the city and parish of New Orleans.

Amount of the appraisement of the silver plate, found in the dwelling house of the deceased - -	$435 00
Amount of the appraisement of the other moveable effects specified in the inventory, not including the diamonds - - - - - - -	2,406 85
Amount of the appraisement of several diamond ornamented snuff boxes, &c., viz: one large round enamelled snuff box, $900; another, smaller round enamelled ditto, $640; an oval music snuff box, $350; another oval snuff box, $300; a watch, $700; a ring, (solitaire) $1,500; a ring ornamented with a blue stone, $25; a small ring ornamented with three small brilliants $5 - - - - - -	4,420 00
Amount of divers sums in gold, silver and bank notes, found in the dwelling house of the deceased -	5,967 60
Amount of protested notes, and other matured obligations, found in the press of the deceased - -	118,923 06
The greater part of these notes may be considered as bad debts, they are long since barred by prescription; there are however some of them to which the plea of prescription cannot be opposed; $25,000 may, perhaps be collected out of those notes.	
Amount of money in the hands of G. Montamat -	1,110 00
Amount of a note, V. David, order J. S. David, dated August 7th, payable 7 months after date, for $2,000, and of a protested note of C. H. Sternes, for $348 51; these two notes are in the hands of Montamat	2,348 51
Amount of money in the State Bank, for account of the deceased, on the 17th of September, 1840 - -	21,393 55
Amount of notes deposited in the said bank for collection, 17th September, 1840 - - - - -	125,558 44
These last notes are good, the greater part of them being endorsed by Joseph Abat.	
Amount of the appraisement of bank and insurance companies' stocks, including therein the premium on the Citizens' Bank stocks - - - -	4,130 00
	$286,692 95

Slaves.	
Amount of the appraisement of the servant of the deceased at New Orleans, viz: Louise, a negress, 26 years old, with her three children; Eugénie, 8 years old; Eugene, 6½ years, and Heloise, 8 months old, appraised together, $1,500; Ursule, a negress, 55 years old, with her son *Sanon*, aged 12 years, valued together at $900; Colas, a negro man 29 years old, appraised at $800 - - - - -	$3,200 00
Landed property.—Property in Municipality No. one.	
House and lot at the corner of Chartres and St. Louis streets, measuring (English measure) 64 feet front on Chartres street, by 105 feet in depth and front on St. Louis street - - - - - -	55,000 00
House and lot in Royal, between Dumain and St. Ann streets, measuring 40 feet front on Royal street, by 120 feet deep, (this property had been acquired by Gurlie & Guillet, from the insolvent estate of Dejan, sen'r, and re-conveyed to the deceased.) It is appraised at fifteen thousand dollars - -	15,000 00
The lot situate at the corner of Royal and St. Louis streets, measuring 59 feet front on Royal street, by 120 feet deep, with the two brick houses built thereon; the whole appraised at - - - -	55,000 00
Store and lot situate in Bienville street, between Royal and Bourbon streets, measuring (French measure,) 40 feet front on Bienville street, by 108 feet in depth. This lot is leased to John A. Merle, until the 26th of January, 1845; appraised at - - -	18,000 00
House and lot in Conti street, between Dauphin and Burgundi streets, measuring 30 feet front on Conti street, by 145 feet deep; (this property was purchased from Doctor Martin, the 10th March, 1840,) appraisement - - - - - -	22,000 00
Property in Municipality No. 3.	
House and lot situated in suburb Marigny, at the corner of Moreau street and the Elysian Fields, measuring (French measure) sixty feet front on said Elysian Fields, by one hundred and twenty feet in depth and front on Moreau street; appraisement - -	15,000 00
A vacant lot of ground, contiguous to the one last above described, measuring 60 feet on the Elysian Fields, by 120 feet deep; valued at - - -	5,000 00
A lot with a brick store thereon, contiguous to the one just described, measuring 50 feet front on said Elysian Fields, by 145 feet deep; valued at - -	9,000 00

A vacant lot situate in suburb Marigny aforesaid, at the corner of Crap's street and the Elysian Fields, in the square comprised within Crap's, Marigny and Great men streets and the Elysian Fields, measuring sixty feet front on said Elysian Fields, by 120 feet deep and front on Crap's street, valued at - - - $3,500 00

Another contiguous vacant lot, measuring 60 feet front on Elysian Fields, by one hundred and twenty in depth, valued at - - - - - 3,000 00

A vacant lot situated in Crap's street, in the same square, measuring 50 feet front on Crap's street, by 120 feet deep, valued at - - - - - 2,000 00

A vacant lot contiguous to the one last described, measuring sixty feet front on Crap's street, by 120 feet deep, valued at - - - - - 2,400 00

A vacant lot adjoining the one last described, and forming the corner of Crap's and Marigny streets, measuring 60 feet front on Crap's street, by 120 feet deep and front on Marigny street, valued - - 2,800 00

Property in Municipality No. 2.

1o. In the square comprised within Tchoupitoulas, Girod, Magazine, and Notre Dame streets.

A lot of ground forming the corner of Tchoupitoulas and Girod streets, designated as lot No. one, measuring (English measure) 82 feet front on Tchoupitoulas street, by 92 feet 3 inches in depth, and front on Girod street, with the four brick story houses built thereon—the same now under let to W. Regan—the whole valued at - - - - - 36,000 00

A lot of ground adjoining the last, designated by the No. two, situate in Tchoupitoulas street, measuring 25 feet four inches front on said street, by 92 feet 3 inches deep, with the two story brick house thereon. This lot is now under let to Mrs. Higny—valued at - 11,000 00

Five contiguous lots, situate in same square, in Tchoupitoulas street, designated by the numbers 3, 4, 5, 6, 7, measuring each 25 feet 3 inches front on Tchoupitoulas street, by 91 feet 3 inches deep, between parallel lines, with the seven brick story houses built thereon—this portion of ground is now under let to Wm. Grant and H. Curtis—the whole valued at - 46,000 00

A lot of ground, of an irregular shape, designated by the number 8, situated in the same square, measuring 21 feet 8 inches front on Girod street, which separates it from the rear line of lot No. one, and of part of lot

No. two of same square; 114 feet 6 inches [and] ¾ on the line which separates it from lot No. 9; and 42 feet 11½ inches on the rear line, together with the brick story house therein—this lot is subject to the lease, in favor of the heirs of Graham—the whole valued at - - - - - - -	$9,000 00
A portion of ground contiguous to the one last described, situated in Girod street, and designated by the Nos. 9, 10, and ½ of lot No. 11, measuring, together, 58 feet front on Girod street, by 114 feet 6¾ inches deep, together with the two brick story houses fronting on Girod street; and another lot of ground adjoining the rear line of the one just described, and designated by the numbers 16, 17, and half of lot 18, measuring 58 feet front on Notre Dame street, by 114 feet 6 inches [and] ¾ deep, together with the two brick story houses fronting on Notre Dame street—said two portions of ground now under let to John Mitchel—the whole valued at - - - - - - -	36,000 00
A portion of ground contiguous to the one aforedescribed situated in Girod street, consisting of half of lot No. 11, and of lots Nos. 12 and 13, measuring, together, 58 feet front on Girod street, by a depth of one hundred and fourteen feet 6¾ inches, bounded on the rear line by half of lot 18, as also by lots No. 19 and 20, with the two brick story houses erected thereon; and another portion of ground back of, and contiguous to, the one just described, designated by the numbers 12 and 13, and ½ of lot No. 11, measuring 58 feet front on Notre Dame street, by 114 feet 6¾ inches deep, with the two brick story houses fronting on Notre Dame street—said lots of ground are subject to the lease in favor of Oliver Akin—the whole valued at -	36,000 00
Another lot of ground situate in the same square in Notre Dame street, designated by the No. 14, being of an irregular form, and measuring 42 feet 9 inches front on Notre Dame street, by 116 feet 9 inches [and] ½ deep on one side, and 114 feet 6¾ inches on the other, together with the brick story building built thereon; this lot is now subject to the lease in favor of the Commercial Bank—the whole valued at - -	8,500 00
A lot of ground contiguous to the one just described, in Notre Dame street, measuring 23 feet 6 inches front on said street, by 114 feet 6¾ inches, together with the brick story house built thereon—this lot is subject to the aforesaid lease in favor of the Commercial Bank—valued the whole at - - -	8,000 00

Two lots of ground, situate in the same, in Notre Dame street, designated by the Nos. 21 and 22, measuring each 23 feet 6 inches front in Notre Dame street, by 101 feet 3 inches deep, together with the buildings thereon—those lots are subject to the lease in favor of Oliver Akin—valued the whole at - - -	$7,500 00
A lot of ground, situate in the same square, in Notre Dame street, designated by the No. 23, and measuring 23 feet 6 inches front on said Notre Dame street, by 101 feet 3 inches deep—said lot of ground is under let to Wm. L. Hodge—valued at - -	3,500 00
Four lots of ground, situate in the same square, designated by the numbers 24, 25, 26, and 27, in Magazine street, lot No. 24, forming the corner of Notre Dame and Magazine streets, and measuring 26 feet 3 inches front on Magazine street, by 100 feet deep, and front on Notre Dame street; lots Nos. 25, 26, and 27, measure each 25 feet front on Magazine street, by 100 feet deep, together with the kitchens built on said lots of ground, the main buildings whereof, on Magazine street, have been burnt down—the whole valued at -	24,000 00
2o. In the square comprised within Tchoupitoulas, Girod, Notre Dame, and Commerce streets.	
A portion of ground fronting on Tchoupitoulas, Notre Dame, and Commerce streets, and measuring 136 feet 8 inches front on Tchoupitoulas street; 202 feet front on Notre Dame street; 139 feet 6½ inches front on Commerce street, and 196 feet 8 inches on the line which separates it from another portion of said square hereinafter described, together with the brick stores, sheds, and other buildings thereon—said portion of ground is now occupied by Charles Byrne—the whole valued at the sum of - - - - -	110,000 00
Another portion of ground fronting on Tchoupitoulas, Girod, and Commerce streets, measuring 193 feet 8 inches front on Girod streets; 95 feet 7½ inches front on Commerce street; and 96 feet 6 inches front on Tchoupitoulas street, together with the eight brick stores built thereon—this portion of ground is subject to the lease in favor of John F. Miller—the whole appraised at - - - - - -	80,000 00
3o. In the square comprised within Commerce, Girod, Notre Dame, and New Levee streets.	
A portion of ground fronting on Commerce and Notre Dame streets, measuring 100 feet 7 inches front on Commerce street; 92 feet 7 inches front on Notre Dame street; 88 feet 3½ inches on the line which	

separates it from the portion hereinafter described; and 100 feet 10½ inches on the line which separates it from another property not belonging to the estate, together with five two story brick stores erected thereon—this portion of ground is now occupied by E. Hayes—valued the whole at - - -	$35,000 00
A portion of ground fronting on Girod and Commerce streets, measuring 82 feet 2 inches front on Girod street; 133 feet 11 inches front on Commerce street; 135 feet 7 inches 4 lines on the line which separates it from a property fronting New Levee street, and not belonging to the estate; and 88 feet 3½ inches on the line which separates it from the lot above described, together with the one story brick stores built on said portion of ground, which is now occupied by Thomas Banks—the whole valued at - - -	45,000 00
4o. In the square comprised within Tchoupitoulas, Julia, Magazine, and Notre Dame streets.	
A lot of ground, measuring 42 feet 8 inches, front on Tchoupitoulas street, by 170 feet 6 inches deep, together with the one story brick stores built thereon—said lot is now occupied by Henry Bonnabel—the whole valued at - - - - -	15,500 00
And a lot of ground, contiguous to the one just above described, measuring 21 feet 4 inches front on Tchoupitoulas street, by 170 feet 6 inches deep, together with the brick house and other appurtenances thereunto belonging—this property is now occupied by Clemence Oger, a free colored woman—the whole valued at - - - - - -	10,000 00
Total - - -	$1,018,592 91

Will of Nicolas Girod.—Filed 30th January, 1841.

Ne varietur. New Orleans, 30th January, 1841.

Signed, J. BERMUDEZ, *Judge.*

A due bill to the mayor of New Orleans, for the sum of $100,000 00, to be employed in the construction of a building called by the name of "N. Girod," in the parish of Orleans, to receive and come to the relief of the French orphans inhabiting the State of Louisiana - - - - - -	$100,000 00
A due bill to the treasurer of the Charity Hospital -	30,000 00
A due bill to the president of the Catholic Asylum -	30,000 00

No. 4.	A due bill to	Mrs. Bouvard, born Poidebard, of Bordeaux - - -	$100,000 00
5.	Do.	Mr. Vollier Poidebard, at Chamberry - - - -	30,000 00
6.	Do.	Mr. Joseph Girod - -	100,000 00
7.	Do.	Mr. G. Montamat - -	50,000 00
8.	Do.	Mr. A. Michoud - -	50,000 00
9.	Do.	Mr. F. Grima - - -	30,000 00
10.	Do.	Mr. Dejan, senior - -	20,000 00
11.	Do.	Mr. D. Prieur - - -	40,000 00
12.	Do.	Mr. Chs. Claiborne - -	15,000 00
13.	Do.	Mr. M'ville Marigny - -	15,000 00
14.	Do.	Mrs. Widow Sabatier - -	20,000 00
15.	Do.	Mr. A. Fournier - -	20,000 00
16.	Do.	Mr. E. Rivollet - - -	20,000 00
17.	Do.	Mr. E. Mazureau - -	20,000 00
18.	Do.	Mr. C. Gurlie - - -	20,000 00
			$710,000 00

I certify that the eighteen due bills, above mentioned, are, and constitute, my sole and last will.

New Orleans, the 23d of December, 1837.

Signed, N. GIROD.

Ne varietur. N. Orleans, 30th January, 1841.

Signed, J. BERMUDEZ, *Judge.*

Filed 26th January, 1841.

Ne varietur. N. Orleans, 30th January, 1841.

Signed, J. BERMUDEZ, *Judge.*

Due to the mayor of New Orleans, at the settlement of my estate, the sum of one hundred thousand dollars, to be employed in the construction of a building called by the name of "N. Girod," in the parish of Orleans, to receive and come to the relief of the French orphans inhabiting the State of Louisiana.

New Orleans, 23d December, 1837.

$100,000. (Signed) N. GIROD.

Ne varietur, in conformity with an act of registry, passed before me this day.

New Orleans, nineteenth January, eighteen hundred and forty-one.

(Signed) JH. CUVILLIER, *Not. Pub.*

Filed 26th January, 1841.

Ne varietur. N. Orleans, 30th January, 1841.

(Signed) J. BERMUDEZ, *Judge.*

Due to the treasurer of the Charity Hospital of New Orleans, on behalf of said establishment, the sum of thirty thousand dollars, at the settlement of my estate.

New Orleans, 23d December, 1837.

$30,000. (Signed) N. GIROD.

Filed 26th January, 1841.

Ne varietur. N. Orleans, 30th January, 1841.

(Signed) J. BERMUDEZ, *Judge.*

Due to the president of the Orphans' Catholic Asylum, the sum of thirty thousand dollars, at the settlement of my estate, to be appropriated to the use of said institution.

New Orleans, 23d December, 1837.

$30,000. (Signed) N. GIROD.

Filed 26th January, 1841.

Ne varietur. N. Orleans, 30th January, 1841.

(Signed) J. BERMUDEZ, *Judge.*

Good for the sum of one hundred thousand dollars, payable to Mrs. Widow Bouvard, born Poidebard, of Bordeaux, at the settlement of my estate.

New Orleans, 23d December, 1837.

$100,000.—No. 4. Signed, N. GIROD.

Filed 25th January, 1841.

Ne varietur. N. Orleans, 30th January, 1841.

Signed, J. BERMUDEZ, *Judge.*

Due to Mr. Vollier Poidebard, at Chamberry, the sum of thirty thousand dollars, at the settlement of my estate.

New Orleans, 23d December, 1837.

$30,000.—No. 5. Signed, N. GIROD.

Filed 21st January, 1841.

Ne varietur. N. Orleans, 30th January, 1841.

Signed, J. BERMUDEZ, *Judge.*

Good for the sum of one hundred thousand dollars, payable to Mr. Joseph Girod, at the settlement of my estate.

New Orleans, 23d December, 1837.

$50,000.—No. 6. Signed, N. GIROD.

Filed 26th January, 1841.

Ne varietur. N. Orleans, 30th January, 1841.

Signed, J. BERMUDEZ, *Judge.*

Good for the sum of fifty thousand dollars, payable to Mr. G. Montamat, at the settlement of my estate.

New Orleans, 23d December, 1837.

$50,000.—No. 7. Signed, N. GIROD.

Filed 26*th January*, 1841.

Ne varietur. N. ORLEANS, 30*th January*, 1841.
(Signed) J. BERMUDEZ, *Judge.*

Good for the sum of fifty thousand dollars, payable to Mr. A. Michoud, at the settlement of my estate.
$50,000. No. 8. (Signed) N. GIROD.

Filed 26*th January*, 1841.

Ne varietur. N. ORLEANS, 30*th January*, 1841.
(Signed) J. BERMUDEZ, *Judge.*

Good for the sum of thirty thousand dollars, payable to Mr. F. Grima, at the settlement of my estate.
NEW ORLEANS, 23*d December*, 1837.
$30,000. No. 9. (Signed) N. GIROD.

Filed 26 *January*, 1841.

Ne varietur. NEW ORLEANS, *January* 30*th*, 1841.
(Signed) J. BERMUDEZ, *Judge.*

Good for the sum of twenty thousand dollars, payable to Mr. Dejan, sen'r, at the settlement of my estate.
NEW ORLEANS, 23*d December*, 1837.
$20,000. No. 10. (Signed) N. GIROD.

Filed 26 *January*, 1841.

Ne varietur. N. ORLEANS, 30 *January*, 1841.
(Signed) J. BERMUDEZ, *Judge.*

Good for the sum of forty thousand dollars, payable to Mr. D. Prieur, at the settlement of my estate.
NEW ORLEANS, 23*d December*, 1837.
$40,000. No. 11. (Signed) N. GIROD.

Filed 26 *January*, 1841.

Ne varietur. N. ORLEANS, 30 *January*, 1841.
(Signed) J. BERMUDEZ, *Judge.*

Good for the sum of fifteen thousand dollars, payable to Mr. Ch's. Claiborne, at the settlement of my estate.
NEW ORLEANS, 23*d December*, 1837.
$15,000. No. 12. (Signed) N. GIROD.

Filed 26 *January*, 1841.

Ne varietur. N. ORLEANS, 30 *January*, 1841.
(Signed) J. BERMUDEZ, *Judge.*

Good for the sum of fifteen thousand dollars, payable to Mr. M. Marigny, at the settlement of my estate.
NEW ORLEANS, 23*d December*, 1837.
$15,000. No. 13. (Signed) N. GIROD.

Filed 26 *January*, 1841.

Ne varietur. N. ORLEANS, 30 *January*, 1841.
(Signed) J. BERMUDEZ, *Judge.*

Good for the sum of twenty thousand dollars, payable to Mrs. Widow Sabatier, at the settlement of my estate.
NEW ORLEANS, 23*d December*, 1837.
$20,000. No. 14. (Signed) N. GIROD.

Filed 26 *January*, 1841.

Ne varietur. N. ORLEANS, 30 *January*, 1841.
(Signed) J. BERMUDEZ, *Judge.*

Good for the sum of twenty thousand dollars, payable to Mr. A. Fournier, at the settlement of my estate.
NEW ORLEANS, 23*d December*, 1837.
$20,000. No. 15. (Signed) N. GIROD.

Filed 26 *January*, 1841.

Ne varietur. N. ORLEANS, 30 *January*, 1841.
(Signed) J. BERMUDEZ, *Judge.*

Good for the sum of twenty thousand dollars, payable to Mr. E. Rivolet, at the settlement of my estate.
NEW ORLEANS, 23*d December*, 1837.
$20,000. No. 16. (Signed) N. GIROD.

Filed 26 *January*, 1841.

Ne varietur. N. ORLEANS, 30 *January*, 1841.
(Signed) J. BERMUDEZ, *Judge.*

Good for the sum of twenty thousand dollars, payable to Mr. E. Mazureau, at the settlement of my estate.
NEW ORLEANS, 23*d December*, 1837.
$20,000. No. 17. (Signed) N. GIROD.

Filed 26 *January*, 1841.

Ne varietur. N. ORLEANS, 30 *January*, 1841.
(Signed) J. BERMUDEZ, *Judge.*

Good for the sum of twenty thousand dollars, payable to Mr. C. Gurlie, at the settlement of my estate.
NEW ORLEANS, 23*d December*, 1837.
$20,000. No. 18. (Signed) N. GIROD.

I, William F. C. Duplessis, register of wills in and for the parish and city of New Orleans, State of Louisiana, ex officio clerk of the court of probates in and for the parish and city of New Orleans, do hereby certify the foregoing to be a true copy of the last will and testament of Nicolas Girod, deceased, and the eighteen bons therein mentioned, on file, and recorded in my office; and I further certify, that the hon. the court

of probates in and for the parish and city of New Orleans, has ordered the execution of said last will and testament, according to law, after having duly admitted the same to probate.

In faith whereof, I have hereunto set my hand, and affixed the seal of said court of probates, at the city of New Orleans, this [SEAL.] twenty-third day of March, in the year of our Lord one thousand eight hundred and forty-one, and the sixty-fifth of the independence of the United States of America.

(Signed) W. F. C. DUPLESSIS,
Register of wills.

Translation of N. Girod's letter to his sister Quetand, dated 27th May, 1817.

NEW ORLEANS, *27th May*, 1817.

My sister Quetand: To-morrow, our brother, Jean François, embarks for Havre; from thence he will proceed home, for the purpose of delivering to each one of you what is coming to him from the succession of our late brother, Cl'de F'cois. I assure you, that if I had not been anxious to protect the honor of this brother, every thing would have been absorbed in settlement of accounts with me, and by other debts; besides, whether you have it now or later, the greater part cannot escape you—this is to be understood of those who shall not cease to merit our friendship and esteem. Beware not to imitate the example of Jacques, who has forever lost our regard by his iniquities toward our whole family. Hereafter, when I shall have, in some measure, recovered from my losses by different bankrupts, I will send you some assistance from time to time. At present, J. F. has orders to regulate his conduct towards you all, by your conduct towards him. Farewell.

I cordially embrace you all.

Your brother and friend,

(Signed) N. GIROD.

I have not time to write to you more at length, having much to attend to before the departure of my brother.

The original is endorsed.

Recorded in consular book G, page 94.

Paris, 22d January, 1844.

(Signed) LORENZO DRAPEZ, [SEAL.]
Consul U. S.

Proved and admitted in evidence, April 29th, 1844.

And on the 1st May, 1844, the complainants offered and filed the following document in evidence:

Sale of a plantation from Jean F'cois Girod to Nicholas Girod.

On this nineteenth day of the month of January, of the year eighteen hundred and thirty, and of the independence of the United States of America the fifty-fourth, before me, Louis T. Caire, a notary public in

and for the parish and city of New Orleans, duly commissioned and sworn, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Mr. Jean François Girod, junior, residing at Paris, in the kingdom of France, and now in this city, herein acting for himself, and in his own right, of the one part, and Mr. Nicolas Girod, his brother, residing in this city, and herein acting for himself, and in his own right, of the other part, who declared that they own, in common, for a moiety each, several landed properties, and, among others, a sugar plantation, situated on Bayou Lafourche, parish of Assumption, in this State, which they have for several years cultivated as partners, the said Nicolas Girod having the exclusive administration of the same, and being clothed with the necessary powers to that effect; but that from the date hereof, the partnership between them is amicably dissolved by consent of both parties.

And the said Jean François Girod moreover declared that he sells, abandons, transfers, and sets over, without any other warranty than that arising of his personal acts and deeds, but with substitution and subrogation to all the warranties which have been given to them by their original vendors, unto the said Nicolas Girod, his brother, here present, and accepting purchaser, for himself, his heirs and assigns—

1st. The undivided moiety of a sugar plantation, seven leagues distant from the river Mississippi, situate on Bayou Lafourche, in the parish of Assumption, as it now is, or may be, together with the undivided moiety of the improvements, slaves, animals, ameliorations, implements of husbandry, and all other objects or things whatever appertaining thereto.

2dly. The undivided moiety of all the lands belonging to them in common, and situated on Bayou Lafourche.

3dly. The undivided moiety of three islands lying at the mouth of said Bayou, and known as Timballier, Bross, and Caillon islands.

The whole of which had been acquired, on joint account, by the said appearers, by purchase from the late Joseph St. Felix, as per act executed before F. Courvoisier, judge of the aforesaid parish of Assumption, on the eighteenth of February, eighteen hundred and fourteen, the said St. Felix had purchased the same at the judicial sale of the property belonging to the succession of the late Claude François Girod, who, in his lifetime, had acquired the same by purchase from divers persons; the said purchaser acknowledging that he is fully satisfied with the said titles, and declaring that he is well acquainted with the said plantation, lands, animals, slaves, and improvements, which are the subject matter of this act, and requires nothing further.

But it is well understood and agreed upon, by and between the parties hereto, that the sugar and molasses now on said plantation and in the sugar house, are not included in this sale, and that the nett produce thereof shall be equally divided between the parties.

And the said Jean François Girod moreover declared that he also transfers and abandons, unto the said Nicolas Girod, his brother, all and singular the debts due to said plantation, as also all such sum or sums as

now are, or may hereafter be, due to said partnership or community, under what title, and for what reason or reasons soever, hereby giving unto his said brother full power and authority to sue for and enforce the payment thereof, but without recourse against the transferer.

The present sale and transfer of debts are made and accepted by the contracting parties for and in consideration of the price and sum of seventy thousand dollars, in payment whereof the said purchaser, Nicolas Girod, has presently subscribed to the order of the said Jean François Girod, his brother, three promissory notes, each for a like sum of twenty three thousand three hundred and thirty-three dollars thirty-three and one-third cents, the first payable on the first of March, eighteen hundred and thirty-one; the second on the first of March, eighteen hundred and thirty-two, and the third on the first of March, eighteen hundred and thirty-three, with power and faculty, however, to postpone the payment of said notes, or of parts thereof, from year to year, by paying to the said Jean François Girod, or to the holder of the notes, the payment whereof shall have been postponed, a yearly interest at the rate of eight per centum per annum, until final payment; which said notes, after being marked *ne varietur* by the notary undersigned, to identify them herewith, were handed over to the said Girod, who acknowledges the receipt thereof, and gives full and ample acquittance for the same.

By means of the foregoing, but provided the aforesaid notes be paid, the said Jean François Girod transfers and abandons unto the said Nicolas Girod all the rights of ownership whatever which he had, has, or may have, in and to the plantation, lands, slaves, animals, implements of husbandry; in a word, in and to all the property which they owned in common, wishing that the said Nicolas Girod be seized of the same, and may enjoy, use, and dispose thereof, as of things to him well and lawfully belonging, from this day and forever.

And the said appearers have furthermore declared, that by act before G. R. Stringer, a notary in this city, bearing date the fifteenth of May, eighteen hundred and twenty-nine, Mr. Nicolas Girod, acting for himself, and in the name and with the consent of his brother, sold to Messrs. Abner Robinson and Benjamin Ballard a tract of land situated in the parish of Assumption, and belonging to the community aforesaid, for the price of fifteen thousand dollars, five thousand whereof were paid cash, and converted to the use of said sugar plantation and other property; that the ten thousand dollars payable at one, two, and three years from the date of the act aforesaid, belong to them for a moiety each, but that the said Jean François Girod assigns to Nicolas Girod his share of five thousand dollars in said debt, on condition that the latter shall credit his running account with a sum of twenty-five hundred dollars, as for money had and received, and without recourse to the assignor, who moreover transfers to said Nicolas Girod, without exception or reservation any, all the rights, actions, privileges, and mortgages accessory to the aforesaid debt of five thousand dollars, being the transferer's share in the price of the sale aforesaid.

And the notary undersigned having made known to the parties hereto

article 3,328 of the new civil code of Louisiana, which reads as follows: "Every notary who shall pass an act of sale, mortgage, or donation, of an immoveable or slave, shall be bound to obtain from the office of mortgages of the place where the immoveable is situated, or where the seller, debtor, or donor, has his domicil, if it be of a slave, a certificate declaring the privileges or mortgages which may be inscribed on the object of the contract, and to mention them in his act, under penalty of damages towards the party who may suffer by his neglect in that respect," they, the said parties, declared, that as tenants in common, they are fully aware of the state of things in relation to the immoveables and slaves, object of this sale, and that they do hereby, jointly and separately, relieve and free the notary undersigned from all liability on that subject.

Done and passed in my office, at New Orleans, the day, month and year first above written, in the presence of Messrs. Charles Darcantel and Jose Antonio Bermudez, witnesses hereto required, and domiciled in this city, who have signed with the said appearers and me, notary, after reading hereof.

Signed, J'N F'S GIROD,
N. GIROD,
CHARLES DARCANTEL,
J. ANTONIO BERMUDEZ,
LOUIS T. CAIRE, *Not. Pub.*

A true copy from the original deposited in my office for reference; in faith whereof I have signed these presents, and affixed thereto my seal of office, at New Orleans, this 30th day of April, 1844.

[L. S.] Signed, LOUIS T. CAIRE, *Not. Pub.*

Transaction et partage entre les heritiers gavier et Nicolas Girod.

In the city of New Orleans, State of Louisiana, on the twenty-ninth of March, eighteen hundred and twenty-three, and in the forty-seventh year of the independence of the United States of America:

Before Hugues Lavergne, a notary public, duly commissioned in and for the parish and city of New Orleans, therein residing, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Mr. Nicolas Girod, freeholder, residing in the city, of the one part, and Mr. James Pitot, residing in this city, herein acting in the name of Mrs. Jeanne Bordier, wife of Jean Mathieu Helant Petit, by virtue of the original and supplemental letters of attorney, granted by the said Mrs. Petit to Mr. Nicolas Alphonse Desmares, per acts before Deschamps and his colleague, notaries at Bordeaux, under date of the sixteenth of July, eighteen hundred and seventeen, and twenty-fifth of September, eighteen hundred and eighteen, and transferred by said Desmares to said Pitot, by acts of the fifth and tenth of June, eighteen hundred and twenty, deposited in the office of Michel de Armas, a notary, in this city, and Mr. Peter Derbigny, herein acting in the name of Miss Jeanne Gravier, and of Mr. Jacques Gravier, by virtue of the powers vested in Jean Auguste Elie Durand, by the late Bertrand Gravier, junior; and the said

Miss Jeanne Gravier, per act before Gagnaire and Maynierson, notaries, at Bergerac, under date of the thirtieth of March, eighteen hundred and twenty; which powers have been renewed and confirmed to the said Durand by the said Jacques Gravier, he being the son and sole heir of of the late Bertrand Gravier, per act, before Jean Lespinasse and his colleague, notaries at Bergerac aforesaid, under date of the thirty-first of August, now last past, and transferred to said Derbigny by said Durand, in the very acts containing said powers and the confirmation thereof, the same having been exhibited to the notary undersigned, and by him returned to said Derbigny, who further declares that they have not been revoked; Mr. Pitot makes a similar declaration in regard to the powers of Mrs. Petit, under which he acts, of the other part.

And the said appearers, the first of them in his own name, and the others in their capacities aforesaid, declared and said, that the said Nicolas Girod is owner of a piece of ground situate in suburb St. Mary, between Girod and Julia streets, forming the corner of Girod and 'Tchoupitoulas streets, and measuring, French measure, two hundred and forty feet, more or less, front, on said Tchoupitoulas street; that in front of said piece of ground belonging to Mr. Nicolas Girod, there exists a batture, extending from Tchoupitoulas to Levee street, and following up to the latter street the lateral lines of said piece of ground; and that to said batture, or portion of batture, conflicting claims are set up by the said Nicolas Girod, and the parties of the second part, represented as aforesaid, to wit: Mrs. Helant Petit, Miss Jeanne Gravier, and Mr. Jacques Gravier, representing his father, the late Bertrand Gravier, junior, as heirs for a part of the late Bertrand Gravier, and also under a partition made between them and Edward Livingston, per act, executed before Carlile Pollock, a notary, in this city, on the third of May, eighteen hundred and nineteen, and the said Nicolas Girod, in the character of riparious proprietor.

And the said James Pitot and Peter Derbigny, in their capacities aforesaid, and the said Nicolas Girod, being desirous to put an end to the law suit resulting from the pretensions aforesaid, and already instituted in the parish court of New Orleans, by the said Nicolas Girod, against the heirs, Gravier, Edward Livingston, and others, have agreed and determined to adjust their differences amicably, and by means of a transaction or compromise. Wherefore they agree to divide said batture, or portion of batture, as follows, to wit: The heirs of Gravier aforenamed, shall take and receive for their share therein, the front part of said batture, or portion of batture; that is to say, two hundred and forty feet, (French measure,) more or less, front, to New Levee street, by one hundred feet deep, (same measure,) and front on Girod street; and the said Nicolas Girod shall take and receive, for his share, the balance of said batture, or portion of batture, lying between the afore described lot, belonging to the heirs of Gravier and 'Tchoupitoulas street.

In confirmation of this arrangement, Mr. Nicolas Girod hereby transfers, conveys, and abandons, with no other warranty than that arising out of his own acts and deeds, unto Mrs. Helant Petit, Miss Jeanne Gra-

vier, and Mr. Jacques Gravier, represented as aforesaid, which is accepted for them, and in their names, by the said James Pitot and Peter Derbigny, their agents aforesaid, all and singular the rights which he, the said Nicolas Girod, has, or may have, in and to the portion of said batture having (French measure) two hundred and forty feet, more or less, front, on Levee or New Levee street, by one hundred feet deep and front on Girod street, bounded on the lower side of said Girod street, and on the upper side by that portion of batture fronting Mr. Villamil's house.

To have and to hold the said portion of batture unto said heirs of Gravier, their heirs and assigns, to their only proper use and behoof, forever.

And the said James Pitot and Peter Derbigny, in the name and as agents of Mrs. Helant Petit, duly authorized by her husband, of Miss Jeanne Gravier, and of Mr. Jacques Gravier, as above explained and set forth, do hereby transfer, convey, and abandon, with no other warranty than that arising out of the personal acts and deeds of their principals, and of those under whom they claim, unto the said Nicolas Girod, here present, and accepting all and singular the rights which the said heirs of Gravier have or may have in and to the balance of said batture, or portion of batture, lying between the afore described portion belonging to said heirs and Tchoupitoulas street, and bounded on one side by Girod street, and on the upper side by that portion of batture fronting Villamil's house. To have and to hold said balance of the batture or portion of batture aforesaid, unto the said Nicolas Girod, his heirs and assigns, to their only proper use and behoof, forever.

The parties have further entered into the following agreement, to wit:

First. The said Pitot, Derbigny, and Nicolas Girod, in their capacities aforesaid, bind themselves to join in the formation of a street, to be opened in the upper part of the batture, here above divided between them, and which, agreeably to the plan thereof drawn by Mr. Livingston, is to be thirty-six feet wide, and to go under the name of Notre Dame street. The space to be contributed for by the parties in the formation and opening of said street, shall consist of eighteen feet, to begin at and from the dividing line between their portions of batture aforesaid, and that portion of batture which lies in front of Mr. Villamil's house, and this from Tchoupitoulas up to New Levee street; the remaining eighteen feet having been or being to be taken on the batture in front of said Villamil's house.

Secondly. The said Pitot and Derbigny, in their character aforesaid, as also the said Edward Livingston, here present, declare that, in consideration of the foregoing arrangement, they do hereby quit-claim and release the said Nicolas Girod of and from all recourse, claims, pretensions, demands, &c., relative to the expenses incurred for the construction of the levee, now existing, or of any other levee antecedently made in front of the portion of batture which is the subject matter of this transaction or compromise, as also of and from all costs, expenses, steps, cares, &c., incurred and taken by the said Edward Livingston, or by any person or persons whatever, with a view to claim said batture, and have the

same adjudged to be free from the pretended rights and demands of the public.

In consequence of the foregoing, all law suits or differences existing between the parties, in relation to the said batture or portion of batture, shall be and remain extinguished. The said parties respectively renouncing all rights, actions, or pretensions which might be contrary to the stipulations contained in the present transaction or compromise, which shall be as binding and obligatory upon them as though they had been determined by a judgment in the last resort, without any action or repetition on one side or the other.

And it is well understood between the heirs of Gravier, represented as aforesaid, and the said Edward Livingston, that one-fourth part of the portion of batture here above fallen to the lot of said heirs, belongs and accrues to said Livingston, as the assignee of Jean Gravier, whose rights he has acquired in and to the batture aforesaid.

Done and passed in my office, the day, month, and year above written, in the presence of Messrs. Jean Baptiste Desdunes and Charles Janin, competent witnesses, who, together with the parties and the notary, have signed these presents, after reading thereof.

Original, signed, J. PITOT,
P. DERBIGNY,
N. GIROD,
EDW. LIVINGSTON,
J. B. DESDUNES, fils.
CHARLES JANIN,
H. LAVERGNE,
Notary public.

I certify the foregoing to be a true copy of the original act, now in my possession, as successor of Hugues Lavergne, late notary public, in faith whereof, I grant these presents under my signature, and the impress of my seal of office, at New Orleans, the 27th day of January, 1842.

[SEAL.] Signed, WM. CHRISTY,
Notary public.

Donation from Nicolas Girod to Female Orphan Asylum.

Be it known, that on this twelfth day of January, in the year one thousand eight hundred and twenty-nine, before me, Greenbury Ridgely Stringer, notary public in and for the city of New Orleans, duly commissioned, personally came and appeared Nicolas Girod, of this city, merchant, who declared, that from pure philanthropy, and love to his fellow creatures, he does, by these presents, give, grant, and convey unto Phebe Hunter and Celeste Duplessis, of this city, the present directresses of the Female Orphan Asylum, in the city of New Orleans, and their successors, directresses for the time being, of the said Female Orphan Asylum, (the said directresses being present and accepting, on behalf of the said asylum,) all that lot of ground situate in the suburb St. Mary, of this city, measuring eighty-seven feet fronting Carondelet street; two hundred feet fronting Saint Charles street, and three hundred feet in

depth, the said lot of ground being enclosed and lying within the square which is bounded by the several streets called Carondelet, St. Joseph, St. Charles, and Julia streets; and the said lot hereby given and granted as aforesaid, is bounded, on the front by Carondelet street, on the side next Julie street by land now belonging to and occupied by the said Asylum; on the third side by and fronting St. Charles street, and on the fourth side, which is next to St. Joseph street, by the remaining part of the said square now belonging to together with all the rights, ways, privileges, and appurtenances thereunto belonging.

The said lot of ground was acquired by the donor by purchase from Simon Laignel of this city by act before Michel de Armas, late notary public of this city on the 28th day of April, one thousand eight hundred and fourteen, and is hereby declared to be free from all debts, liens, mortgages, and incumbrances whatever, as appears by the annexed certificate of the register of mortgages for this city, dated this day.

To have and to hold the said lot and premises hereinbefore described, unto the said Phebe Hunter and Celeste Duplessis, directresses of the said Female Orphan Asylum in New Orleans, and their successors for the time being, directresses of the said asylum forever. Upon trust, nevertheless, and to and for the only proper use and behoof of the said Female Orphan Asylum, forever by title of donation, enter vivos.

Thus done and passed in the presence of William Rondeau and William Hy. Rondeau, witnesses, and me, notary.

Signed, N. GIROD,
CELESTE DUPLESSIS,
PHŒBE HUNTER,
W. RONDEAU,
W. H. RONDEAU,
G. R. STRINGER, *Not. pub.*

I certify the foregoing to be a true copy of the original act extant, for reference among the records of G. R. Stringer, late a notary public in this city, of whom I am the successor in office.

In faith whereof, I grant these presents under my signature, and seal of office, at New Orleans, this seventeenth day of January, eighteen hundred and forty-two.

[SEAL.]

Signed, F. GRIMA, *Not. pub.*

The following documents were offered in evidence, and filed May 1st, 1844, by the defendants.

Letter from Jacqueline Poidebard, dame Rivolet.

My dear Uncle: The opportunity afforded to me by my good cousin, who sails for your continent, now procures me the pleasure to express to you my extreme gratitude for all you have done for the family, and for myself individually. Excuse the weakness of my expressions, and my want of education, if my expressions are not equal to my gratitude. Terms to express it are far below what I feel. I am filled with rapture, respect, affection, and admiration, when I consider your ineffable favors and gifts—when I consider the beautiful house built by my father,

and now my property through your liberalities. I say to myself, that fine edifice—the finest of the valley—is in want of many repairs; and I am sick, and death has bereaved me of my children, except two; but this house will be so repaired as to secure to my children a fixed revenue, considerable enough to provide for their education and all their wants; and all this through the liberality of an uncle who watches for the welfare and prosperity of the children and grandchildren of the sister whom he cherished; and I curse my sex, which does not allow me to undertake a long voyage. I should be so happy to see you, to visit the old relation who has done so much for my welfare, and who bears truly a paternal heart towards all his relations. May it please the Almighty to prolong his days to the remotest period, to grant him a perfect health and happiness. Such are the vows and prayers to the Almighty of her who has the honor to subscribe herself, my dear uncle,

Your very humble and obedient servant and niece,

Signed, JACQUELINE POIDEBARD, *wife Rivolet.*

Thones, 15 August, 1833. Mr. Girod, the uncle, New Orleans.

Letter from Philippine Poidebard, widow Nicoud.

CHAMBERRY, 24th July, 1830.

MY VERY DEAR UNCLE: I have received, with the highest satisfaction, your agreeable letter of the first of May last, in which you load me with kindness which I by no means deserve. I am very thankful to you for your goodness towards me, and of which you promise a continuation to me. I have lost a beloved husband; but I thank God, who, in you, has given me a father who assist me in my wants, and who is so good as to provide for my four children; and I pray his divine mercy to preserve your health and your fortune, *of* which you so well know how to use. My dear uncle, I am ready to submit to your wishes, and to leave the appartment I occupy in the house of my husband's relation; and in my first letter I shall have the pleasure to write to you what has been done. Receive the most humble compliments of my family, and of my eldest, who has the honor to write to you the present letter, and rely on the most perfect gratitude of her who has again the pleasure to tender you her thanks, to assure you of her true friendship, and who prays you to continue to bestow your good favors towards a family who shows honest feelings, but who is destitute of all means. With a small sum, I hope to be able to place among the female orphans my eldest daughter, who is nine and a half years old.

My very dear uncle, I kiss you; may heaven preserve you; so we ask God in our daily prayers.

Your beloved niece,

Signed, PHILIPPINE, *widow Nicoud.*

Mr. Girod Nicolas, at New Orleans, Province of Louisiana, United States of America.

Letter from Rosalie Poidebard.

CHAMBERRY, 6th May, 1828.

OUR VERY BELOVED UNCLE: Great was our astonishment when, after having agreed with our sister Philippe to unite in writing together a letter to you, we saw we had been deprived of that pleasure the next day by the departure of our cousin, François Girod, who was to be the bearer of our letter. He has left the country without saying a word to us. It would have been a real satisfaction to us to enquire of you through him, and to unite with our sister in writing the same letter, of which our cousin François would have been the bearer. But such was not the case. My sister, without keeping a word, has handed her letter alone to our cousin François, and we have had no knowledge of it until after his departure, and we had not the pleasure to see him before. We are entirely ignorant of the motive for which he started without paying a visit to us. We never had any difficulty with any of our relations, and have been always with them on the best terms of friendship. My husband and myself have always had a good conduct, and are free from all blame. It is because I am the youngest of all. Alas! it is often the case among families, that youngest daughters are in some manner despised. It is not owing to a bad conduct on our part, since it is true, that had we not had a good conduct, united with great economy in our small trade, it would have terminated long since, as nothing more can be done in our trade at Chamberry. But we have known how to improve what you have given us. We have made it fructify the best we could, remembering always the generous hands who have trusted it to us. We are very thankful to you for all your favors, and we beg you to grant us their continuation for the future. My children unite with us to offer our fervent prayers to the Almighty to grant a long life to you, and preserve the precious days of an uncle so good as to condescend to think of his niece and nephew. It shows to us that the immense distance which separates us from you, does by no means diminish the friendship and affection you bear towards us. We are very thankful to you, and our gratitude will be equal to your boundless favors. Expecting the inexpressible pleasure of receiving agreeable news from you, accept, dear uncle, our very sincere embrace, and our most profound respect.

Your most humble and obedient nephew and niece,

Signed, VALLIER,
ROSALIE POIDEBARD.

Mr. Nicolas Girod, merchant at New Orleans, America.

Letter from Sylvestre Poidebard.

Sainte Croix, in Pavais, in department of Loire, June 1st, 1831.

MY DEAR UNCLE: The present letter is to offer you our thanks for all the favors you have conferred on our family Poidebard, and ask information of your health, and to hear from you, for, since a long time past, I have not heard from you. I have been informed, however, that you have sent several times money to our relations in Savoye, through

my uncle Jean François, who resides at Paris, and I am the only one whom he excepts, and on whom he bestows no portion of your gifts. However, since he had brought to us the 15 thousand francs from America, divided among us all, and accruing from the succession of my uncle Claude François Girod, you had promised us to send us from time to time some assistance, but you have made no exceptions in your letter of the 27th May, 1817; I beg you then, my dear uncle, to think of me, for I do not think I ever offended you in any manner. I have often written to you without having ever received any answer. It is for this reason that I have been obliged to forward to you my letter through the revered Bishop Louis Guil, of your city. If you were so kind as to assist me, I should be very grateful to you, though I am nevertheless so for all you have done for our family. I pray God to keep you in good health, and to grant you a long life.

My dear uncle, in expectation of hearing from you, I am your very devoted and respectful nephew.

Signed, F'COIS SYLVESTRE POIDEBARD.

MR. NICOLAS GIROD, *Merchant, New Orleans, Louisiana.*

Letter from the Priest (Girod Curé)

DRAMETHAZ, CLARAFOND, *8th August*, 1827.

MY DEAR BROTHER: I answer to your dear letter of the 1st of May last; I was highly pleased to hear from you, and particularly of your enjoying a perfect health, according to what Pargoud reports. According to your letter, you are also suffering like myself with pains; I am sorry for it, because they cannot be relieved by each other.

I have, in no manner, imagined that my letter could influence your inclination to do good, and particularly towards your nephews and nieces Quitant; if I have written to you, it was only to inform you of the death of our sister, who left a family in distress.

If you have to complain of having been abused on account of the inheritance, your complaints are entirely improper, if you intended to make them fall on me, who have not meddled with any thing, or on Jean François, who in this circumstance resembled the deer, upon which the hounds are called to feast; and had you been in his place, with that natural inclination which you have inherited from our mother, and with your immense fortune, you would not have got out of the trouble so cheap, for I cannot say all, besides the many complaints concerning the inheritance of those who did not spare you, more than they spared Jean François himself; so my dear friend and brother, believe your younger brother, who begs you not to think any more of that, and not to render your younger brother responsible of it.

You speak to me of the bridge of St. Clair, has any body complained about it? It is a falsehood. Because Jean François has loaned me eight hundred francs, which I returned to him; you say you cannot help being surprised how quickly money disappears in the hands of several of your relations. I had written to you about that loan made to me, and

had informed you, I think, of my motives, which were to assist five families of my village, who had lost every thing on the sixth of November, and to help them to re-build their houses, and thus by my example, to invite persons in easy circumstances to do the same. I have succeeded, and had I not, they would be still in open air. You will see, then, that the poor have also a good place in my heart, and that the want of fortune alone renders it unefficient—for beatius est dare quam accipere.

As relates to my portion of inheritance, and the one thousand francs of which you have been so kind as to make me a present, be not anxious about it, for I have made an investment of the whole, in order to provide a small income to me for the purpose, in case of absolute infirmity, to be able to present myself to the Charity Hospital, at Chambery, or at St. Benoite, an asylum founded by General Le Borgne. So my dear brother, do not assimilate me to those of your relations, who are similar to the melting pots of the silversmith.

I am surprised of your stating that Jean François has debited your account with the five hundred francs which he has sent to Mad. Bouvard, at Bordeaux, and that he is only generous at your expense. Upon this, I will tell you, that I know from good hands that he had added to that sum, another sum on his own account, besides what he had remitted to her through a gentleman from Bordeaux. Surely, he should not have debited your account with that sum, without having been ordered so to do, and if such was the case, in your place, I should claim it back if you have already paid it.

I know well enough our younger brother, and the effects of his generosity towards me, and towards many other relations, to believe, that perhaps ungrateful persons have intended to do him ill offices with you. Do not be offended at what I say; it is your brother who speaks to you, and who could find no difference in the generosity of both your hearts, to whom a larger or less fortune alone affords the means of exercising such generosity.

My compliments to our nephews, Girod, and tell them that their father intends going to see them, if Pargoud notifies him of his departure one month in advance, but I have requested him to be silent on this subject.

Adieu my dear brother. Preserve your health. I shall daily pray God to that effect, and am very sincerely, your brother.

Signed, GIROD CURATE.

P. S. All the relations are in good health; you will have the *pleasure* to see, and before my letter will reach you, the two eldest sons of your god-son, Claude Marie. In spite of all the observations I have made to the younger, they have eaten up every thing. They must have started without saying any thing to any body on the subject, for fear that the same observations I have made should be repeated to them concerning your repugnance to see lazy relations.

My dear brother, I never thought to have been guilty of so great faults as to deserve to be condemned by you to the pains of Tantale, when you confer on me the charge of maintaining harmony in our family; a thing

impossible to be obtained, were you even to authorize me to distribute to them the whole of your fortune; for there would still always be discontent and complaints uttered. Thus let the water run in its customary bed, not wishing to undertake a thing impossible, for nothing but cupidity animates them all; and it seems, that I hold and regulate the measure of your gifts; you know better the contrary, and I can affirm to you, that although younger, I am sure to make before you the voyage *ad patres*, as you say, for Pargoud has again assured me, showing his satisfaction on the subject, that you had still, as when he arrived, good feet, good teeth, good eyes, and good ears, as well as all your intellect, as when you were only thirty years old. So much the better, I rejoice at it, and very sincerely wish the continuation thereof.

Do not as usual take my letter, for its length, to be a sermon. I would wish very much to be endowed with your laconism, and of which I beg you to often favor me, and at least 3 or 4 times a year.

MR. NICHOLAS GIROD, *proprietor*,
New Orleans, Louisiana, United States of America.

Letter from the priest (*Girod Curate.*)

PARIS, *24th 7bre*, 1817.

Mr. Ns. Girod, merchant, New Orleans.

My very dear brother: I have the pleasure to acknowledge the receipt of your letter, which was handed to me by our brother Jn. François, whom I hastened to meet here, and will accompany him into Savoye. I thank you very much for the sugar, coffee, and other things, which you had the goodness to send me by our brother. I shall try to fulfil your intentions as manifested by your last letter. I see, with satisfaction, that you enjoy a perfect health; I hope it will continue so. My nephew, your son, came to see me on his leaving the college. I had great pleasure to see him, and was still more delighted to see that he had well employed his time at college, of which I was convinced by the different questions proposed to him by Mr. Duport, who was very [well] satisfied with him I find him rather timid, but I hope he will do away with this, and will give great satisfaction to you, in the profession he intends following, for nothing will be wanting to him; he will have excellent professors, and assistant professors of the law, and all the necessary books, besides respected friends of yours who will take care of him, and all this by the solicitude of our younger brother. I could not give you a correct idea of all the pains our brother takes for him; in fact, he could not do more, if it was for his son. You have thought that your relations had despised that nephew, inasmuch as they had never thought of taking any information concerning him; for my part, I can assure you, that I was entirely ignorant of what had become of him, having never heard him spoken of by any relation, since you showed him to me in 1800.

Our brother desired me to examine the account of the succession of Claude Francois, which I positively refused to do, being convinced of

your probity, which I measure by that of which I glorify myself, in spite of the perfidious insinuations which have been resorted to, in order to render me suspicious in your estimation. I hope our brother will terminate all without suffering any difficulty, and I do desire, for the advantage of the whole family, and for my own satisfaction; for if it should turn otherwise, I should never see any of the relations but when they should come to visit me in my humble cottage. Our brother, as well as myself, enjoy a perfect health at this time. I could not represent to you, how friendly he shows himself towards me, and this is more agreeable to me than any thing else. Adieu, my dear brother: preserve your health, and do not forget him, who, kissing you with all his heart, is happy to subscribe himself

Your affectionate brother,

(Signed) GIROD CURATE.

My compliments to our nephew, Gervais.

Mr. GIROD NICOLAS,

Province of Louisiana, at New Orleans, America.

Letter from Mrs. Pargoud.

My very dear brother: I hasten to answer your dear letter of the 1st of May last, in which you believe me to be a very ungrateful sister. Be sure of the contrary. Do not think so of her, specially, on whom you have bestowed your good friendship. You were wrong to have, for a moment, thought so, if, above all, some reports were made concerning the succession of our brother Claude Marie. I cannot believe such things to come from our relations, and less from me, I assure you. I should be shameful of it, and had I been guilty of such folly, I should frankly confess it.

Such reports come from those who have been witnesses to the acquittances which have been given for the 5,500 francs, and for the 9,000 francs which I have received as a gift from you, and from my brother Jean François, and which he paid us according to your orders. At the time, I tendered my thanks to you, and now tender them again, and solemnly promise to you, that I am not forgetful of the services you have rendered to me. After your good feelings towards me, how could you believe that I have been able to blab? If the public has spoken, it is painful to me that it should be thought that it comes from me.

I could know that some have spoken about the four thousand dollars received by Jacques, who was disinherited by our brother, and if Jacques has flattered himself of that, I certainly am ignorant of it; however, I hardly can believe it.

A house from Geneva had, in fact, offered me eighty thousand francs for that succession, but in order not to displease you and Jean François, I refused; moreover, they entirely lost their time; I never could have accepted the offer, since you were in the country. I by no means wanted to employ strangers in the matter, whilst you were on the spot.

Every letter you write to me gives me satisfaction, for it is a mark of your friendship towards me. I do not see that I have acted so as to be

unworthy of it. Then pray let me hear again from you, and be convinced of the pleasure your letters afford me, specially after so long a time I have not seen you, and have been far from you.

My husband is thankful to you for your good wishes, and offers his respects to you; so do our two daughters and Boccou.

I hope you will let me hear from you. I invite you to preserve your health, and believe me,

Your devoted sister,

Signed, PERONNE PARGOUD,

L'HOPITAL, 6th October, 1827. born Girod.

Mr. NICOLAS GIROD, *at New Orleans.*

Letter of Mrs. Pargoud.

My dear brother: I have received with pleasure, by my son, your letter of the 20 May last; had I not been for some time detained by sickness, occasioned by a fall, I should have made it my duty to answer you sooner.

Not having heard from you for so long past, knowing not the motive of your silence towards me, I now assure you that my sentiments are not altered since the death of our so good mother, that I have never been guided by an illegitimate interest.

You believe me to be guilty towards you, or at least to have an understanding with your brother, Jean François, of whom you complain about arrangements which we must have taken together, for ten thousand francs, to marry my daughter. I was informed of that, and I have discovered that it was a pure invention of the curate; he was the first to spread the rumor, and to write to Jean François about it; his intention was, I think, to create disunion between my brother and myself; he had succeeded. I must keep silent about his conduct towards me, through respect for the dead.

I confess, sincerely, to you that I have made no arrangement with our brother. I have received fifteen thousand francs, like our sisters; the children of Claude Marie have also received a like amount, which was, at the time, loaned to Mr. Villand Annecy; they, or their attorneys in fact, have withdrawn this amount. I should have rather to complain than our nephews and nieces could, for Jean François sends every year money to assist them; my two daughters never received any thing, and yet they are not rich. The eldest is married here; she has a large family; her husband is in business; he is not rich; commerce is not lucrative in Savoye; the younger is married, near Annecy, to a proprietor, who has still some debts. I am not, however, sorry, that our brother should send some assistance to our nephews and nieces. I have, myself, often claimed assistance from him for them, for I am supposed to be in easy circumstances; and if my son should not, every year, send some assistance to me, my income would hardly be sufficient to me.

I have done every thing I could for my nephews and nieces. I do not intend this as a reproach to them. I have boarded and lodged, during 10 years, one of our nephews, Poidebard, and during 8 years his

sister, and I have also assisted the Quetands. I have taken with me, when she was an infant child, our niece, the daughter of Claude Marie, whom I brought up. Jean François has afterwards placed her with her sister in the convent, where they were brought up to some trade, and he made some advances of money to them when they began working; as to their brothers, I have done what I could for them.

I have boarded the curate during 8 years; for my reward he was the cause of my making in proceedings heavy expenses, amounting to upwards of six hundred francs, which he paid me; such is my reward.

Our brother Claude François had written to me, as you no doubt recollect that he desired me to be with him; you did not advise me to cross the sea—I followed your advice. After his death, being one of the heirs, like the others, a certain merchant from Geneva came here to see me, and invited me to sell him my share, and to invite my other relations also to sell him their shares; as all followed willingly my advice, I wrote to them not to do any thing of the kind, that you and Jean François would make us receive our portion, and that it was not necessary to deal with a stranger. You may judge from this if I followed your advice.

This last spring I have received, as all the relations did, a letter from a lawyer residing in your city, who ask me to sell to him, and to forward my power of attorney to act against you and your brother Jean François, in the matter of the estate of our brother Claude François. I have not answered to him, and I have even advised some of our relations to act like myself; some have been so foolish as to tell me that I had an understanding with you and Jean François; you can judge if such thing exists.

Jean François has received from you fifty thousand francs, as you inform me by your letter. I have received nothing at all of this amount. I have received but my fifteen thousand francs. I know not what he has done with that amount. If his intentions *is* to give nothing to my children, I am sorry for them, yet they have done nothing to be considered by him as undeserving.

I see with pleasure, my dear brother, that you intend, when you think proper, to send to each of my daughters, your nieces, from 3 to 4,000 francs. I am grateful to you; this amount will greatly assist them.

I have spent a few agreeable days during the stay of my son and his family here. I have been able to appreciate how much he loves me, and his own and his wife's attentions for me; I believe him to be well enough in his circumstances, but, as you write to me, he has a family.

Do not believe me to have any understanding with Jean François. I have nothing against you, I can assure it to you, for you oblige me to confess to you that I have always pleaded your case against the relations.

I wish you to write to me now and then; your letters afford me great pleasure. I am alone; letters of my relations render my old days more happy. My two daughters and their husbands tender you their compliments.

I beg you to believe that I have never ceased to think of you, and am your sister and best friend.

Signed, PERONNE PARGOUD,
Born Girod.

L'hopital, 20 9'bre, 1835.

P. S. Our sister Rosalie has been blind for two years past; I went to see her a few days ago; she told me to make her compliments to you, and request you to think of her.

Mr. *Mr.* GIROD NICOLAS,
Merchant, New Orleans, State of Louisiana.
Via Havre de Grace, at New Orleans.

Draft or copy of a letter from N. Girod to Jean F^cois Girod.

Answer to letters of 26 July and 2 and 28 August.

N. O., *November*, 1826.

JN. F. G. PARIS:

I have received your letters of 26 July and of the 2 and 28 August, the last by Mr. Guesnard, jun'r, as also three bundles of newspapers, which I had already read, up to the 28 August. I shall be as brief as possible on all points.

1o. Let us speak no more of my proposals and of yours on the purchase of the lands, &c., of Lafourche; they can, in no manner, suit me any more. I thank you very much for your knowledge of the lands, and of their value, of which I never occupied myself. I see that you are a man of order, and that you have taken good informations, but not as regards the prices. You say that two lands have been sold, I know but one, for $6,000, I believe; besides, who can know what will still do our relations, who think that I am a rogue—I, who was their dupe, and who lost more than 45,000 dol's, which I caused to be stricken out of my account with our deceased brother, such as my ½ of the profits in the three cargoes of limes; also the amount of my share in the goods shipped on joint account with you, which, in spite of my positive orders, you have paid to him; 5 or 6,000 dollars which I brought to the north, and have gained there, &c., &c. You must remember that my first account exceeded 80,000, which I reduced to about 42, in order to leave something to our unfortunate but very ungrateful relations, whom I have always assisted; I will forget them entirely. I have received 3 letters of the heirs, who believe that they have not received what they were entitled to, having given their receipts without having seen the account rendered in the court of probates; I should be more than surprised of it if that be true. You will oblige me, then, as soon as you receive my letter, to send the original account to Mr. Lathuille, notary, at Thones, then each of them may be able to ascertain if he has truly received what he had to receive.

What signifies the anger of Peronne about the 3,000 fcs. in lieu of the 10,000 which she says to be promised to her, to prevent her to talk

about our account? If you know that there is an error, write it to me, so that I may remit my half of it. All this is not very clear to my mind. I have the right to require that you should deposit immediately the original account at the office of Mr. Lathuille, or else I shall send three copies of it to three different notaries. I have seen on the 2 Mad. Dupas, who reported to me that Peronne believes that Joseph and François are the authors of my against her son. You should have informed her of my just motives, since it is in your presence that the difficulty took place between him and me, the motives of which were his ill manners and his rudeness towards me, during the whole time you have been with him at my house. Hypolite may write what he pleases to his mother; I can never be surprised of it, though he swore to Mr. Hemken he did not know why I was offended. He then thought he could still more offend me, without giving me the right to complain. Are they, then, convinced that I already want a tutor? She speaks of my refusal to endorse—I myself ought, then, to be offended.

For the last time, I am going to write to Peronne, to know from her the famous mystery concerning transactions which, she says, you have bought from her for $10,000, of which she has received only 3,000. If you are not really in the wrong towards our relations, which I desire to find out, why promise her such a large sum to keep her silent? I cannot bear the idea to be supposed to have robbed them.

Your house will be vacant on the 12th instant; I shall cause a new floor to be made in the store; I shall have it white-washed, and have other repairs made; among others, about 60 feet in length and 20 to 25 feet in height of the old wall to be rebuilt; that wall is already opened in the lower part, and full of crevices. This will cost you from 5 to 600 dols.

I have not received from Planché and Coureelle the 80 dols. which you claim back from them; write to them again about this.

I had requested you by my letter of the 17 March last, to give to Agathe 240 francs per annum, and not 25 per month. You do not take care of my interests as I do of yours. You are very generous with the money of others. You were to give from 5 to 600 francs per annum to the children of Thereze, who remain in the house. What are you talking to me about 1500 fcs.? If she has not yet received this sum from Mr. Delatte, and it be still kept during six months longer; if you have caused to be remitted to her the 500 francs which you debit to me in account, in such case you should have nothing to pay her during all next year. Let me hear no more of the wife of Bouvard; her husband is doing nothing but getting drunk, running into debts, and saying that we have robbed the succession of Claude François; he has eaten up $200 sent to his wife.

Do not speak any more to me of Guillet; he is not to be pitied, even if he looses his suit, whatever may be said of it by his father-in-law, Mr. Duport, who speaks of it only by hearsay from his friends. People are trying to make me talk; I hold my tongue with every one, and do not think his cause to be of the best.

As you received the draft of fcs. 8,049 50c. for rent, &c., according to the account which you have received at the time, I shall say nothing more about it. I cannot believe that I still am owing to you 6 months rent, which you claim, having never kept here such a sum of your money. From this day I wish to have no other account with you, except as regards the plantation, which gives me much trouble. Tho' you say that my dreams of every night during the last two years past are nothing but vain and chimerical fancies, nevertheless, out of 4, 3 have become facts. God forbid that the last should ever be accomplished. I dreamt that one of my brothers was condemned to death by judicial order. The good angels that protect me are less fluctuant than yours, in which you do not believe. It is impossible to value the fortune of Mile. Some think it to be from 5 to 600,000 dollars; others, even his friends, value it from 100 to 150,000 at most; that is all I can tell you of it. Phil * * * * has and can have nothing to do with his nephew in embarrassed circumstances.

As soon as your cotton arrive, I shall ship and consign them to Messrs. J. C. Davillier & Co. As I know but since a short time past Messrs. Nicolet & Co., I can tell you nothing of them. I believe them to be good people, very industrious, and having great economy. As soon as they will draw, I will take from them a draft of 2,000 dollars, amount of the invoice of Pargoud to Planche & Coureelle, which they have still on hand, and of the balance of your rents. You are very wrong to rely on from 5 40 to 50; cottons, from 10 to 13, do not offer much profit in Europe.

I am very much afraid that the hopes of Mr. Deys, to make a speedy fortune in Mexico, shall turn to be but a dream, as you usually make; they have wit, industry, and economy, but without experience; they will follow but their own ideas. My compliments to their uncle, our friend.

Out of the 3 bundles of newspapers received by Mr. Guesnard, I have read but the last six gazettes. The editor of the Argus had lent me the others; but you will not subscribe for me next year. Some have not been sent. If I wish to receive them again, I shall apply to Mr. Begouin.

Renunciation of Mrs. Pargond.

In the year eighteen hundred and seventeen, on the tenth of November, before noon, at Annecy, in the dwelling house of Mrs. Widow Guillet, born Magnin, in Pasquier street, before me, Francois Jacquet, royal notary, residing at Annecy, chief city of the province of Geneva, in the dutchy of Savoy, and in the presence of the witnesses hereinafter named, personally appeared Mrs. Peronne Bernardine, daughter of the late Sylvestre Frangois Girod, born in the city of Thones, and residing in that of *Hopital Sous Constans*, herein acting with the assistance and by consent of Jean Pierre, son of the deceased Jean Louis Pergond, her husband, proprietor and merchant, born at Gilly, and residing in the said city of *Hopital Sous Constans*, appearing for that purpose before the

undersigned notary and witnesses; which said Mrs. Peronne Bernardine Girod declared, that she has well and truly received from Jean François Girod, junr., son of the said late Sylvestre François Girod, proprietor and merchant, born in the city of Thones, and residing in Louisiana, one of the United States of America, present and accepting the sum of five thousand two hundred and forty-two new livres and seventy-five centimes, representing five thousand two hundred and forty-two francs seventy-five centimes, herein counted and paid by the said Girod, who declares he is authorized to make that payment, in said currency, verified and received in the presence of the notary and witnesses, undersigned by the said Mrs. Pargoud, who grants a free and ample acquittance for the same, as being in full payment of the hereditary portion which she may claim in the succession converted to cash of the late Claude François Girod, their brother, and opened some years hence in Louisiana. The said Mrs. Peronne Bernardine Girod, still acting with the assistance and by consent of her said husband, does moreover cede and transfer purely, simply, and irrevocably, but at the transferee's risks and perils, and in the form of a sale of hereditary rights, unto the said Jean François Girod, junr., present and accepting in his own right, to wit: All the rights, pretensions, titles, and actions, which she has or may have, as one of the heirs of the late Claude François Girod, in and to the moveable and immoveable property belonging to the latter's succession in the diocese of Thones, without exception or reservation any, with all *interdicta et remedia possessoria*, rights of actions, either rescissory, figuorative, petitory, or tending to a *restitution integrum*, putting the said Jean François Girod in her place and stead, with subrogation to her rights, and making and appointing him her attorney in fact, special and general, and irrevocable, with due election of domicil, and other customary clauses.

The said Mrs. Pargoud makes the present cession, with due stipulations as to devestiture and investiture, by means of a feigned tradition, according to usage, for and in consideration of the price and sum of five hundred new livres, which were also herein duly and actually paid by the said Jean François Girod, in good and sound currency, verified and received, in the presence of the undersigned notary and witnesses, by the said Mrs. Pargoud, who, being satisfied with the price of the present cession, grants a full and final release and acquittance for the same, to the said Girod, promising not to set up, or allow to be set up, any claim or demand whatever, on account or by reason of any of the rights which are the subject-matter of this act, the said Mrs. Pargoud and her husband declaring that the said Mrs. Pargoud has the free and entire use and disposition of said rights.

With a view to fixing the costs for registering these presents, but without this being of any consequence or effect as to the rest, the parties declare that their impression and belief is, that the succession of said Claude Francois Girod is unencumbered with debts, as far as the property in the diocese of Thones are concerned. The cost of this act shall be paid by the said Jean François Girod. Thus agreed and cove-

nanted between the parties by mutual stipulation and acceptation, with due submissions, obligations of their property, present and to come, renunciation, &c., under the penalty of all expenses, damages, interests, and other customary clauses. Done and passed on the premises aforesaid, on the day, month, and year before written, at the hour of two P. M., and then read to the parties in a loud and audible voice, in the presence of Messrs. Albert Eugene Delatte and Joseph Bachen, both of them born and residing at Annecy, witnesses hereto required, who have signed the original with the parties.

The original of the present act, written by the royal notary undersigned as requested, contains four pages, all comprised.

Signed, FRANCOIS JACQUET, *Notary.*

Registered in the office of the private notary of Annecy, on the eleventh of November, (the amount of costs being twenty-four new livres and ninety-five centimes,) under No. 3,262, agreeably to a receipt signed by Orsier, and written on the proper register.

The present exemplification certified correct, and written by Mr. Louis Favre, is issued in favor of Mr. Jean François Girod, junr.

Signed, FRANCOIS JACQUET, *Not'y.*

Seen by me, Victor Bernard Gerdil, senator and prefect of the tribunal of Geneva, for the authentication of the signature of Mr. François Jaquet, notary at Annecy.

Annecy, February 7th, 1824.

Signed, GERDIL.

No. 412. Seen for the authentication of the signature of Mr. Gerdil, prefect of the tribunal of Annecy, (Savoy.) Paris, the 30th of March, 1824.

The Ambassador of Sardinia.

Signed, The Marquis ALFIERY DE SOSTEGNO.

Consulate of the United States of America, Paris:

I, Isaac Cox Barnet, consul of the United States of America for Paris, &c., agent of claims, do hereby certify, that *the Marquis Alfiery de Sostegno*, whose signature and official seal are in the margin of the annexed instruments of writing, was, at the time of signing and sealing the same, and now is, ambassador of the king of Sardinia at the court of France, to whose acts and signatures passed and signed, in that capacity, full faith and credit are due and given.

In testimony whereof, I have hereunto set my hand and seal of office at Paris, the first day of April, in the year of our Lord one [SEAL.] thousand eight hundred and twenty-four, of the independence of the said United States of America the forty-eighth.

Signed, I. COX BARNET, *Consul U. S. &c.*

Renunciation of Mrs. Adam.

In the year eighteen hundred and seventeen, on the eleventh of November, before noon, at Annecy, in the dwelling house of Mrs. Widow

Guillet, born Magnin, before me, Francois Jacquet, royal notary, residing at Annecy, chief city of the province of Geneva, in the Dutchy of Savoy, and in the presence of the witnesses hereinafter named, personally appeared Mrs. Rosalie, daughter of the late Sylvestre François Girod, born in the city of Thones, and residing in the common of Talloires, herein acting with the assistance and by consent of Philippe, son of the late Claude Adam, her husband proprietor, born and residing in the said common of Talloires, appearing for that purpose before the undersigned notary and witnesses; which said Mrs. Rosalie Girod declared, that she has well and truly received, on the twenty-fourth of October now last past, from Jean François Girod, junr., son of the late Sylvestre François Girod, proprietor and merchant, born in the said city of Thones, and residing in Louisiana, one of the United States of America, here present and accepting, to wit: the sum of ten thousand two hundred and forty-two new livres and seventy-five centimes, representing ten thousand two hundred and forty-two francs seventy-five centimes, which have been counted and delivered to her, in sound currency, on the twenty-fourth of October aforesaid, by the said Jean François Girod, who declared he was authorized to make that payment; for which sum she grants unto him full and ample acquittance, as being in full payment of the extra portion legacy of the hereditary portion which she might claim in the succession, converted into cash, of the late Claude François Girod, their brother, and opened some years hence in Louisiana, of whatever thing or things the same does, or may consists; the said Mrs. Rosalie Girod, still acting with the assistance and by consent of her said husband, does moreover cede and transfer purely, simply, and irrevocably, but at the transferee's risks and perils, and in the form of a sale of hereditary right, unto the said Jean François Girod, junr., present and accepting in his own right, to wit: All the rights, pretentions, titles, and actions, which she has or may have, as one of the heirs of the late Claude François Girod, in and to the moveable and immoveable property of the latter's succession, situated in the diocese of Thones, without exception or reservation any, with all *interdicta et remedia possessiona*, rights of action, either rescissory, figuorative, petitory, or tending to a *restitutio in integrum*, putting the said Jean François Girod in her place and stead, with subrogation to all her rights, be they what they may, and making and appointing him to be her attorney in fact, special and general, with due election of domicil and customary clauses.

The said Mrs. Adam, born Girod, makes the present cession with due stipulations as to devistiture and investiture, by means of a feigned tradition according to usage, for and in consideration of the price and sum of five hundred new livres, which she acknowledges to have well and truly received on the said twenty-fourth of October, in contemplation hereof, and in sound currency, from the said Jean François Girod, to whom she grants full and ample acquittance for the same, promising not to set up, nor allow to be set up, any claim or demand whatever, on account, or by reason, of the several rights which are the subject matter of the present act, the costs whereof shall be paid by the said Jean Fran-

gois Girod exclusively. The parties declare that they do not believe the succession of the said Claude François Girod to be encumbered with debts, as far as regards the property left in the diocese of Th nes; this declaration being made solely to assist in fixing the costs of registry, is of no consequence or effect as to the rest. The said Rosalie Girod, and her said husband, hereby declare that their marriage contract does not cover the rights herein above mentioned, and that the said Rosalie Girod has the free and entire use thereof.

Thus agreed and covenanted between the parties, by mutual stipulation and acceptation, and with submissions, obligations of their property, present and to come, renunciation, &c., under penalty of all expenses, damages, interests, and other customary clauses.

Done and passed on the premises aforesaid, and there read to the parties in a loud and audible voice in the presence of François Vypert, born and domiciled at Annecy, aud Patrice Cloppet, born and residing at Saverger, witnesses hereto required, who have signed the original with the parties.

The original hereof, written by the royal notary undersigned, duly required and called upon to receive the same, contains four pages.

(Signed,) FRANCOIS JACQUET, *Not'y.*

Registered in the office of the private notary of Annecy, on the 11th of November, eighteen hundred and seventeen, the costs being thirty-eight new livres sixty-five centimes, under No. 3,264, agreeably to receipt under date hereof, signed by —— Orsier, and written in the proper register.

The present copy, certified correct and written by Mr. Louis Favre, is issued in favor of Mr. Jean Francois Girod, jun'r.

(Signed,) FRANCOIS JACQUET, *Not'y.*

Seen by me, Victor Bernard Gerdil, senator and prefect of the tribunal of Geneva, for the authentication of the signature of Mr. François Jacquet, notary at Annecy.

Annecy, February 7th, 1824.

(Signed,) GERDIL.

No. 411.—Seen for the authentication of the signature of Mr. Gerdil, prefect of the tribunal of Annecy, (Savoy.)

Paris, the 30th of March, 1824. The ambassador of Sardinia,

(Signed,) The Marquis ALFIERY DE SOSTEGNO.

CONSULATE OF THE U. S. OF AMERICA, *Paris:*

I, Isaac Cox Barnet, consul of the United States of America for Paris, &c., agent of claims, do hereby certify, that *the Marquis Alfiery de Sostegno*, whose signature and official seal are at the foot of the preceding instrument of writing, was, at the time of signing and sealing the same, and now is, ambassador of the king of Sardinia, at the court of France, to whose acts and signatures, passed and signed in that capacity, full faith and credit are due and given.

In testimony whereof, I have hereunto set my hand and seal of office, at Paris, this first of April, in the year of our Lord one thou-
[SEAL.] sand eight hundred and twenty-four, and of the independence of the said United States the forty-eighth.

Signed, I. COX BARNET,
Consul U. S., &c.

And afterwards, on the twenty ninth day of July, one thousand eight hundred and forty-four, the following decree was entered of record in the words and figures following, to wit:

M'de P. B. GIROD, widow Pargoud, et als.,
vs.
ANTOINE MICHOUD, et als. } No. 899.

This cause came on to be heard this term, and was argued by counsel; and thereupon, upon consideration thereof, it is ordered, adjudged, and decreed, as follows: That the plaintiffs are the residuary legatees of Claude François Girod, deceased, in the following proportion, viz: Peronne Bernardine Girod, the widow of Jean Pierre Hector Pargoud, for one-eighth; Rosalie Girod, the widow of Louis Adam, for one-eighth; Françoise Peronne Quitand, the wife of J. A. Allard, for one forty-eighth; Marie Philippine Rose Quitand, for one forty-eighth; Marie Bernard Quitand, for one forty-eighth; Louis Joseph Poidebard, for one forty-eighth; Benoite Colline Nicoud, for two two hundred and eighty-eighth; Maurice Emilie Nicoud, and Jenny Benoite Nicoud, represented by Jean Berger, their tutor, each for two two hundred and eighty-eighth; Jean François Girod, the nephew, in his own right, and as testamentary heir of Pierre Nicholas Girod, his brother, and represented by Jean Firman Pepin, the syndic of his creditors, for one twentieth; and Françoise Clementine Girod, wife of Pierre François Pernond, for one fortieth.

That the adjudication of landed property, with the slaves thereto attached, situated on bayou Lafourche, made on the 18th of February, 1814, to Charles St. Felix; the retrocession of said property by said Charles St. Felix to Nicolas and Jean François Girod, on the 23d of February, 1814; the adjudication of the property situated in the parish of Orleans, made to Simon Laignel on the 9th of April, 1814, and the notarial seal made to the same on the 26th of April, 1814, in pursuance of said adjudication; and the conveyance of said property to Nicolas Girod, of the 28th of April, 1814, be set aside and annulled, saving, however, the just rights of third persons, to whom two tracts of land on bayou Lafourche, two slaves and a piece of ground in the city of New Orleans were conveyed by the said Nicolas Girod in his lifetime, as appears from the admissions in the pleadings.

That the dative testamentary executors of the late Nicolas Girod do execute to the plaintiffs, or to their legal representatives, good and valid notarial conveyances and assignments of such undivided portions of the aforesaid property, as correspond to the proportions in which they are residuary legatees of the late Claude François Girod, as herein before

declared; which conveyances and assignments are to be settled by Duncan N. Hennen, as master in chancery of this court, in the event of a difference between the parties in relation thereto.

And for greater certainty it is hereby declared, that the property, of which undivided portions are to be conveyed and assigned to the plaintiffs as aforesaid, is all the property and slaves which were inventoried in the parishes of Ascension, Assumption, and Lafourche interior, after the death of said Nicolas Girod, as belonging to his estate; and all the property which was inventoried after the death of said Nicolas Girod, as situated in the municipality No. 2, of the city of New Orleans, including the property which is an alluvion, and accessory to the property derived from the estates of Claude Francois Girod, was abandoned to Nicolas Girod by the heirs of Bertrand Gravier, by an act of compromise executed on the 29th day of March, 1823, and also the house and lot situated at the corner of St. Louis and Chartres streets, in municipality No. one, of the city of New Orleans.

That the account filed by Nicolas Girod and Jean François Girod, in the court of probates of the parish of Orleans, in May, 1817, be opened and set aside, that the sum of $40,418 $\frac{09}{100}$, claimed by Nicolas Girod in said account, and the sum of $8,253 $\frac{20}{100}$, claimed by Jean François Girod for himself in said account, be disallowed and rejected; that the two judgments which were obtained in the parish court of the parish of Orleans, in the year 1815, for the aforesaid two sums of $40,418 $\frac{09}{100}$, and $8,253 $\frac{20}{100}$, be declared satisfied, and that no allowance be made to the defendants on account of said judgments.

That the two acquittances and releases given in 1817, by the plaintiffs, Madame Adam and Madame Pargoud, to Jean François Girod, be set aside, and be allowed no other force or effect, than as acknowledgments of the receipt by Madame Pargoud for 5,242 $\frac{75}{100}$ francs, and by Madame Adam for the sum of 10,242 francs 75 c., making respectively the sum of $975 15, and $1,905 15, in the currency of the United States, as stated in said receipt.

And it is ordered, that a reference be made to the said master in chancery, to take an account of what is due from the estate of Nicolas Girod to the plaintiffs, on account of the property belonging to the estate of Claude François Girod and alienated by said Nicolas Girod, for rents and profits, and for interest; and of what may be due by the complainants to the estate of Nicolas Girod, for payments made by the said Nicolas, on account of the debts of the said Claude François Girod, and of the legacies made by him, and of permanent improvements; and in taking said account, said master shall charge the said estate with the value of the crop alleged to have been on hand, when the property in Lafourche was adjudicated to Charles St. Felix, with interest thereon, with the amounts which by the aforesaid account of 1817, the said executors acknowledged to have received, or for which they consented to become responsible, from the time the same were received, with the price at which the two tracts of land on bayou Lafourche, and the two slaves were sold, and which are mentioned in the pleadings as having

heretofore been sold, with interest thereon, from the time when, according to the bill of sale, said price was payable, with the sum of thirty-five thousand dollars, this being the admitted value of the price of the ground donated by Nicolas Girod to the Female Orphan Asylum, with interest thereon from the time said donation was made; with the rents and profits of the plantation and slaves; the house at the corner of Chartres and St. Louis streets, and the property in fauxbourg St. Mary, now called the Second municipality, from the adjudication of 1814, and at the rate which might reasonably, and with a proper administration, have been obtained for the same, it being understood that from the years 1829 and 1830, when the property in fauxbourg St. Mary, or Second municipality, still undisposed of, was leased to John F. Miller, the rents and profits thereon are to be charged at the rate at which the rent was stipulated in the lease to said Miller.

And the said master shall credit the estate of Nicolas Girod in said account with the amount with which said executors credited themselves in their account of 1817, with interest thereon, except their aforesaid two personal claims of $40,418 $\frac{09}{100}$, and $8,253 $\frac{20}{100}$, with any payments that have been made on account of legacies left by the said Claude François Girod, with interest thereon; and also with one half of the rents and profits of the plantation and slaves of bayou Lafourche, up to the time when Jean François Girod sold his interest in the same to Nicolas Girod; the plaintiffs having in their bill consented to abandon the half of these rents and profits supposed to have been received by the said Jean François Girod, and also, with the actual cost in money to Nicolas Girod, but without interest, *of* the permanent improvements made by said Nicolas Girod, and still in existence, on the lot at the corner of St. Louis and Chartres streets, and on the lands on bayou Lafourche, deducting therefrom the value of the labor of the slaves of the said plantation, and of the materials procured from the same; and making, also, proper deductions for the diminution in value of said improvements by wear and tear; and all the interest to be charged in said account, shall be so charged at the rate of five per cent.

And the said master shall compute what amount of the balance so to be found against the estate of Nicolas Girod, shall be paid to each of the plaintiffs, according to their declared proportionate interest in the estate of Claude François Girod, and said balance shall be paid to them, with interest, from the date up to which the master's report may present a calculation of interest, unless on application of the parties, the court shall otherwise direct; and said payment shall be made by the dative testamentary executors of Nicolas Girod, out of the funds of said estate, in preference to any legacies. And for the better discovery of matters aforesaid, the parties are to produce before the said master upon oath, all books, papers and writings, in their custody or power, relating thereto, as the said master shall direct. And the said master shall, when necessary, examine said parties upon written interrogatories.

And it is further ordered, that the said dative testamentary executors pay out of the funds of said estate the costs of this suit which have hitherto accrued. And it is further ordered, that either party, if so ad-

vised, be at liberty to apply to the court for a partition in kind, or by sale of the above mentioned real estate of Nicolas Girod. And all further directions are reserved, until the master shall bring in his report.

Decree signed July 30th, 1844.

Signed, THEO. H. McCALEB, [SEAL.]
U. S. Judge.

The words "one" and "one," struck out, and the words "two" and "two," interligned, in pursuance of an order of this day.

New Orleans, August 3d, 1844.

Signed, THEO. H. McCALEB, *U. S. Judge.*

And afterwards, on the thirty-first of July, one thousand eight hundred and forty-four, the following petition of appeal was filed, to wit:

To the honorable the judges of the circuit court of the United States, in and for the 5th circuit, and eastern district of Louisiana.

The petition of the dative testamentary executors of Nicolas Girod, deceased, of the Mayor of the city of New Orleans, the Treasurer of the Charity Hospital, and of Joseph Marie Girod, Gabriel Montamat, Antoine Michoud, Felix Grima, John Baptiste Dejan, ainé, Dennis Prieur, Charles Claiborne, Mandeville Marigny, Madame Eugenie Grima, widow Joseph Nicolas Sabatier, Alexis Fournier, Etienne Mazureau, E. Rivolet, Claude Gurlie, John François Girod, and of Rodolphe Rousseau, all defendants in a certain suit in chancery, lately pending in this honorable court, in which Madame P. B. Girod, widow Pargoud, and others, are plaintiffs, and your petitioners defendants, humbly shows, that they are advised and believe there is error in the final judgment and decree pronounced by this honorable court, in the said suit; wherefore, on behalf of themselves and of all others that may be defendants, or in any manner agrieved by the rendition of the judgment or decree aforesaid, they pray an appeal therefrom, to the Supreme Court of the United States, according to law, to operate as a supersedias.

Signed, JOHN R. GRYMES,
Solicitor for defendants.

Order on the back of the petition.

Let appeal be granted in this case, on the respondents' entering into bond, with security, according to law, conditioned as the law directs, in the sum of one hundred and ninety-five thousand dollars, with , as sureties.

Signed, THEO. H. McCALEB, *U. S. Judge.*

Assignment of errors, filed 31*st of July*, 1844.

Circuit court of the United States, 5th circuit, eastern district of Louisiana.

Madame P. B. GIROD, Widow Pargoud, & others,
vs.
ANTOINE MICHOUD and others. } In chancery.

Assignment of errors.

The appellants assign for error in the decree rendered by the circuit court in the above case—

1o. That the decree should have been in favor of the defendants, and the complainants' bill dismissed, instead of being in favor of the said complainants.

Wherefore, the said appellants pray, that the said decree may be reversed, and such other decree made in the premises, as equity and the nature of the case may require.

Signed, JNO. R. GRIMES,
Solicitor for defendants.

To the honorable the judges of the circuit court of the United States for the eastern district of Louisiana.

The petition of Benoite Colline Nicoud, Maurice Emilie Nicoud, and Jeanne Benoite Nicoud, the latter a minor, and represented by Jean Berger, her tutor, humbly sheweth, that the petitioners are three of the complainants in the suit in chancery, under the title of Pargoud and al. vs. Michoud and al., in which a decree, in favor of the complainants, was made by this honorable court, and entered on the minutes on the 31st ultimo.

That in said decree, this honorable court declared in what proportions the complainants were the residuary legatees of the late Claude François Girod, and ordered that they should recover the estate of said deceased, in the same proportion.

That said decree declared, that your petitioners were the universal legatees of the said Claude François Girod, each for one two hundred and eighty-eighth part.

Your petitioners submit, that they are, each of them, the universal legatees of said deceased, for *two* two hundred and eighty-eighth parts, and that the above statement in the decree is evidently a clerical error, or an accidental slip or omission, and ought to be corrected, in pursuance to the 85th rule of practice, prescribed by the Supreme Court of the United States, inasmuch as said decree is only entered on the minutes, and not yet enrolled.

Your petitioners, in proof of their preceding averment, submit, that in the original bill, it was set forth, that the late Claude François Girod had bequeathed all his estate to eight branches of heirs, to wit, eight brothers and sisters, or their descendants; that Françoise Girod, the wife of Jean Marie Poidebard, was one of the sisters of the said Claude François Girod, living at the time of his death, and therefore entitled to one-eighth of his estate. And it was further alleged in said bill, that the said Françoise Girod, wife of Jean Marie Poidebard, had departed this life, leaving six legitimate children, one of whom was Denise Philippine Poidebard, the widow of Pierre Nicoud, one of the original complainants in this case. And it was admitted in the answer of the defendants, that said statements were correct; whence it follows, that the said widow Nicoud was the universal legatee of the said Claude François Girod, by representation of her aforesaid mother, for one forty-eighth; and it was finally admitted on record and in writing, on the 29th of April last, by the defendants in this suit, that the said widow Nicoud had de-

parted this life, leaving three legitimate children, heirs, to wit, your three petitioners, whence it is apparent, that they are, each of them, a universal legatee of the said Claude François Girod as aforesaid, to wit, for two two hundred and eighty-eighth, instead of *one* two hundred and eighty-eight part, as stated in the minutes of the decree.

The petitioners further represent, that it appears from the tenor of said decree, that it was the intention of the court to state and admit the relationship of the complainants, and the proportion of their interest in the estate of said Claude François Girod, as stated and admitted by all the parties to this suit; and that, consequently, the statement of the decree, herein complained of, is accidentally incorrect, and contrary to the views of the court.

Wherefore, the petitioners pray, that the minutes of the decree may be corrected, by substituting the word "*two*" for the word "one," in the two places of the said decree, as entered on the minutes, where the said word "one" is followed by the words "two hundred and eighty-eight."

Signed, LS. JANIN, *Solicitor for petitioners.*

PARGOUD et al.,
vs.
MICHOUD et al.

Take notice, that to-morrow, Saturday, 3d August, 1844, the United States circuit court will be moved to grant the order prayed for in the preceding petition.

E. MAZUREAU, Esq'r,
Solicitor for defendants.

Served a copy of the foregoing petition and notice upon E. Mazureau, esq'r, in person, at his office in Exchange Place, this 2d of August, 1844.

Signed, H. B. PAGE.

Sworn to and subscribed before me, this 2d August, 1844.

For D. N. HENNEN, *Clerk.*

Signed, J. Q. A. HOIT, *Dep. clerk.*

Order on the back of the petition.

The defendants not appearing, although duly notified, and the allegations of the petition appearing to the court correct, it is ordered, that the prayer of this petition be granted.

Signed, THEO. H. McCALEB,
August 3d, 1844. *U. S. Judge.*

And on the third day of August, one thousand eight hundred and forty-four, the following entry was made of record, to wit:

PARGOUD et als.,
vs.
MICHOUD et als.

On motion of L. Janin, esq'r, it is ordered by the court, that the decree rendered herein, on the 29th of July, 1844, be corrected, by substituting the word "two," in the two places in the said decree, where the word "one" is followed by the words "two hundred and eighty-eighth."

Thirteen bonds of appeal, filed 8th August, 1844.

Know all men by these presents, that we, Denis Prieur, as principal, and Jean Bozant, for $20,000; Donatien Augustin, in the sum of $5,000; C. L. Durocher, in the sum of $5,000; and Isidore Labatut, in the sum of $10,000, as sureties, are held and firmly bound unto Mde. P. B. Girod, widow of J. P. H. Pargoud, Rosalie Girod, widow of Louis Adam, Françoise Quetand, wife of J. A. Allard, Marie Philippine Rose Quetand, Marie Bernard Quetand, Louis Joseph Poidebard, Benoite Colline Nicoud, Maurice E. Nicoud, and Jenny Benoite Nicoud, Jean F. Girod, and Françoise Clementine Girod, wife of Pierre F. Pernond, residuary legatees of Claude François Girod, in the full and just sum of forty thousand dollars; the securities are separately and severally bound for the sums as aforesaid—Jean Bozant for $20,000, D. Augustine for $5,000, C. H. Durocher for $5,000, and Dr. Isidore Labatut for $10,000, making the sum of $40,000, to be paid to the said Mad'e P. B. Girod, widow Pargoud, et als., their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this seventh day of August, in the year of our Lord one thousand eight hundred and forty-four.

Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein Mde. P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud et als., are defendants, judgment was rendered against the said Antoine Michoud et als., defendants; and the said Antoine Michoud et als. having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said Mde. P. B. Girod, widow Pargoud, et als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, the second Monday of January next.

Now the condition of the above obligation is such, that if the said Antoine Michoud et als. shall prosecute their writ to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Sealed and delivered in the presence of—

Signed,

D. PRIEUR, [L. S.]
J. BOZANT, [L. S.]
D. AUGUSTIN, [L. S.]
CHAS. L. DUROCHER, [L. S.]
IRE. LABATUT, [L. S.]

J. Bozant being sworn, deposes, that after the payment of all his debts and liabilities, he is worth the sum of twenty thousand dollars in property.

For D. N. HENNEN, *Clerk.*

Signed, J. Q. A. HOIT, *Dep. clerk.*

Know all men by these presents, that we, Gabriel Montamat, as principal, and P. B. Montamat, A. A. Peychand, Vve. Y. Le Blanc, and Wm. Guesnard, as sureties, are held and firmly bound unto Mde. P. B. Girod, widow of J. P. H. Pargoud, Rosalie Girod, widow of Louis Adam, Françoise P. Quetand, wife of J. A. Allard, Marie Philippine Rose Quetand, Marie Bernard Quetand, Louis Joseph Poidebard, Benoite Colline Nicoud, Maurice E. Nicoud, and Jenny Benoite Nicoud, Jean F. Girod, and Françoise Clementine Girod, widow of P. F. Pernond, in the full and just sum of ten thousand dollars, the securities each bound separately, in the sum of two thousand five hundred dollars, to be paid to the said Mde. P. B. Girod, widow Pargoud, et als., their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this seventh day of August, in the year of our Lord one thousand eight hundred and forty-four.

Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein Mde. P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud et als., are defendants, judgment was rendered against the said Antoine Michoud et als., defendants; and the said Antoine Michoud et als. having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit; and a citation, directed to the said Mde. P. B. Girod, widow Pargoud, et als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, the second Monday of January next.

Now, the condition of the above obligation is such, that if the said Antoine Michoud et als. shall prosecute their writ to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed,
G. MONTAMAT, [L. S.]
P. B. MONTAMA'T, [L. S.]
A. A. PEYCHAND, [L. S.]
VE. Y. LE BLANC, [L. S.]
WM. GUESNARD, [L. S.]

Sealed and delivered in the presence of—

Know all men by these presents, that we, Stephen Rivollet, represented by Pierre Couder, as per procuration in the office of C. V. Foulon, notary public, as principal, and Pierre Couder, and Hubert Rolling, as sureties, are held and firmly bound unto Mde. P. B. Girod, widow of J. P. H. Pargoud, Rosalie Girod, widow of Louis Adam, Françoise P. Quetand, wife of J. A. Allard, Marie Philippine Rose Quetand, Marie Bernard Quetand, Louis Joseph Poidebard, Benoite Colline Nicoud, Maurice E. Nicoud, and Jenny Benoite Nicoud, Jean F. Girod, and Françoise Clementine Girod, wife of P. F. Pernond, in the full and

just sum of ten thousand dollars, the sureties each bound in the sum of five thousand dollars, making the aforesaid sum of ten thousand dollars, to be paid to the said Mde. P. B. Girod, widow Pargoud, et als., their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this eighth day of August, in the year of our Lord one thousand eight hundred and forty-four.

Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein Mde. P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud et als., are defendants, judgment was rendered against the said Antoine Michoud et als., defendants; and the said Antoine Michoud et als. having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said Mde. P. B. Girod, widow Pargoud, et als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, the second Monday of January next.

Now, the condition of the above obligation is such, that if the said Antoine Michoud et als. shall prosecute their writ to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed, Per pro. ET. RIVOLET,
P. COUDER, [L. S.]
P. COUDER, [L. S.]
HUBERT ROLLING, [L. S.]

Sealed and delivered in the presence of—

P. Couder and Hubert Rolling being sworn, depose, that they are severally and separately worth five thousand dollars, after the payment of all their debts and liabilities.

For D. N. HENNEN, *Clerk.*
Signed, J. Q. A. HOIT, *Dep. clerk.*

Know all men by these presents, that we, Claude Gurlie, as principal, and Louis Cousin, for the sum of three thousand dollars; John Baron, for two thousand dollars; Louis Gurlie, for three thousand dollars; and Firmin Levasseur, for two thousand dollars, as sureties, are held and firmly bound unto P. B. Girod, widow of J. P. H. Pargoud, Rosalie Girod, widow of Louis Adam, François P. Quitand, wife of J. A. Allard, Marie Phillippine Rose Quetand, Marie Bernard Quetand, Louis Joseph Poidebard, Benoite Collin Nicoud, Maurice E. Nicoud, and Jenny Benoite Nicoud, Jean F. Girod, and Francois Clementine Girod, wife of P. F. Pernond, in the full and just sum of ten thousand dollars, the sureties each bound separately as aforesaid, Louis Cousin for $3,000, John Baron for $2,000, Louis Gurlie for $3,000, and Firmin Levasseur for $2,000, to be paid to the said Mde. P. B. Girod, widow

Pargoud, et als., their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this seventh day of August, in the year of our Lord one thousand eight hundred and forty-four.

Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein M'de P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud, et als., are defendants, judgment was rendered against the said Antoine Michoud, et als., defendants; and the said Antoine Michoud, et als., having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court to reverse the judgment in the aforesaid suit, and a citation directed to the said M'de P. B. Girod, widow Pargoud, et als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington the second Monday of January next.

Now, the condition of the above obligation is such, that if the said Antoine Michoud, et als., shall prosecute their writ to effect, and answer all damages and costs, if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed,	CDE. GURLIE,	[L. S.]
"	LS. COUSIN,	[L. S.]
"	JNO. S. BARON,	[L. S.]
"	LS. GURLIE,	[L. S.]
"	FIRMIN LEVASSEUR.	[L. S.]

Sealed and delivered in the presence of—

Ls. Cousin, John Baron, Ls. Gurlie, and Firman Levasseur, being sworn, depose that they are severally and separately worth the sums in which they are sureties, after the payment of all their debts and liabilities.

For D. N. HENNEN, *Clk.*

Signed, J. Q. A. HOIT,
D'y Clerk.

Know all men by these presents, that we, Antoine Michoud, as principal, and Aimé Guillet, Perillat Cadet, Ls. Duvignaud, and Felix Percy, as sureties in the several sum of ten thousand dollars each, are held and firmly bound unto M'de P. B. Girod, widow of J. P. H. Pargoud, Rosalie Girod, widow of Louis Adam, Françoise P. Quetand, wife of J. A. Allard, Marie Philippine, Rose Quetand, Marie Bernard Quetand, Louis Joseph Poidebard, Benoite Colline Nicoud, Maurice E. Nicoud, and Jenny Benoite Nicoud, Jean F. Girod, and Francoise Clementine Girod, wife of Pierre F. Bernond, in the full and just sum of forty thousand dollars, the sureties are each and separately bound in the sum of ten thousand dollars, to be paid to the said M'de P. B. Girod, widow Pargoud, et als., their certain attorney, executors, administrators, or as-

signs; to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals, and dated this seventh day of August, in the year of our Lord, one thousand eight hundred and forty-four.

Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein M'de P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud, et als., are defendants, judgment was rendered against the said Antoine Michoud, et als., defendants; and the said Antoine Michoud, et als., having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said M'de P. B. Girod, widow Pargoud, et als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington the second Monday of January next.

Now, the condition of the above obligation is such, that if the said Antoine Michoud, et als., shall prosecute their writ to effect, and answer all damages and costs, if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed, ANT. MICHOUD, [L. S.]
" A. GUILLET, [L. S.]
" PERILLIAT CADET, [L. S.]
" LS. DUVIGNEAUD, [L. S.]
" FELIX PERCY. [L. S.]

Sealed and delivered in presence of—

A. Guillet, Perilliat Cadet, Ls. Duvigneaud, and Felix Percy, being sworn, depose that they are severally worth the sums in which they are securities, as specified in the above bond, as they verily believe.

For D. N. HENNEN, *Cl'k.*
Signed, J. Q. A. HOIT,
Dep. Cl'k.

Know all men by these presents, that we, Gustave Cruzat, treasurer of the Catholic Orphan Asylum, as principal, and P. A. Hebrard and François D'Aquin, as sureties, are held and firmly bound unto P. B. Girod, widow of J. P. H. Pargoud, Rosalie Girod, widow of Louis Adam, Françoise P. Quetand, wife of J. A. Allard, Marie Phillipine Rose Quetand, Marie Bernard Quetand, Louis Joseph Poidebard, Benoite Colline Nicoud, Maurice E. Nicoud, and Jenny Benoite Nicoud, Jean F. Girod, and Françoise Clementine Girod, wife of Pierre F. Pernond, residuary legatees of Claude Francois Girod, deceased, in the full and just sum of eight thousand two hundred and forty dollars, to be paid to the said M'de P. B. Girod, widow Pargoud, et als., their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals, and dated this seventh day of August, in the year of our Lord one thousand eight hundred and forty-four.

Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein M'de P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud, et als., are defendants, judgment was rendered against the said Antoine Michoud, et als., defendants; and the said Antoine Michoud, et als., having obtained an order of appeal, and having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court to reverse the judgment in the aforesaid suit, and a citation directed to the said M'de P. B. Girod, widow Pargoud, et als., citing and admonishing them to be and appear at a Supreme Court to be holden at Washington the second Monday of January next.

Now the condition of the above obligation is such, that if the said Antoine Michoud, et als., shall prosecute their writ to effect, and answer all damages and costs, if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed, G. CRUZAT, [L. S.]
Treas. of N. O. A. for the relief of male orphans.
" P. A. HEBRARD, [L. S.]
" F. D'AQUIN. [L. S.]

Sealed and delivered in the presence of—

P. A. Hebrard and F. D'Aquin, being sworn, depose and say, that they are worth, and own property to the value of this bond, after the payment of all their debts and liabilities.

For D. N. HENNEN, *Clk.*
Signed, J. Q. A. HOIT,
Dep. Clk.

Know all men by these presents, that we, Henry Bier, treasurer of the Charity Hospital of New Orleans, as principal, and Charles A. Luzenberg, vice president of the Charity Hospital of New Orleans, authorized by a resolution passed by the board of administrators, August 6th, 1844, as sureties, are held and firmly bound unto P. B. Girod, widow of J. B. H. Pargoud, Rosalie Girod, widow of Louis Adam, Francois P. Quetand, wife of J. A. Allard, Marie Phillippine Rose Quetand, Marie Bernard Quetand, Louis Joseph Poidebard, Benoite Colline Nicoud, Maurice E. Nicoud, and J. Benoite Nicoud, Jean F. Girod, and Francoise Clementine Girod, wife of Pierre F. Pernond, residuary legatees of C. F. Girod, deceased, in the full and just sum of fifteen thousand dollars, to be paid to the said M'de P. B. Girod, widow Pargoud, et als., their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals, and dated this seventh day of August, in the year of our Lord one thousand eight hundred and forty-four.

Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a

suit depending in said circuit court, wherein M'de P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud, and others, are defendants, judgment was rendered against the said Antoine Michoud, et als., defendants; and the said Antoine Michoud, et als., having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said M'de P. B. Girod, widow Pargoud, et als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington the second Monday of January next.

Now the condition of the above obligation is such, that if the said Antoine Michoud, et als., shall prosecute their writ to effect, and answer all damages and costs, if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed, HENRY BIER, [L. S.] *Treasurer C. H.*
C. A. LUZENBERG, [L. S.]
Vice President Charity Hospital, Board of Administrators.

Sealed and delivered in the presence of—

Document annexed.

CHARITY HOSPITAL, *New Orleans, 6th August*, 1844.

Resolved, that the vice president of the board of administrators of the Charity Hospital, is hereby authorized and empowered to sign the bond to be given in the United States circuit court for the eastern district of Louisiana, for the sum of fifteen thousand dollars, in the case of Madam P. B. Girod, widow Pargoud, et. als., vs. Anthony Michoud, and als.

I hereby certify the foregoing resolution to be a true copy from the proceedings of the board of administrators of the Charity Hospital.

Signed, HENRY BIER, *Sec'y.*

Know all men by these presents, that we, J. B. Dejan, ainé, as principal, and Valsin Durel, as surety, are held and firmly bound unto Mde. P. B. Girod, widow of J. P. H. Pargoud, Rosalie Girod, widow of Louis Adam, François P. Quetand, wife of J. A. Allard, Marie Phillipine Rose Quetand, Marie Bernard Quetand, Louis Joseph Poidebard, Benoite Colline Nicoud, Maurice E. Nicoud, and Jenny Benoite Nicoud, Jean F. Girod, and Françoise Clementine Girod, wife of Pierre F. Pernond, residuary legatees of Claude François Girod, dec'd, in the full and just sum of ten thousand dollars, to be paid to the said Mde. P. B. Girod, widow Pargoud, et als., their certain attorney, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this seventh day of August, in the year of our Lord one thousand eight hundred and forty-four.

Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein Md'e P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud, et als., are de-

fendants, judgment was rendered against the said Antoine Michoud, et als., defendants; and the said Antoine Michoud, et als., having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said Md'e P. B. Girod, widow Pargoud, et als., separately and severally citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, the second Monday of January next.

Now the condition of the above obligation is such, that if the said Antoine Michoud, et als., shall prosecute their writ to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed, DEJAN, ainé, [L. S.]
V. DUREL, [L. S.]

Sealed and delivered in the presence of—

V. Durel being sworn, deposes, that after the payment of all his debts and liabilities, he is worth the sum of ten thousand dollars.

For D. N. HENNEN, *Clerk.*
Signed, J. Q. A. HOIT, *Dep. clerk.*

Know all men by these presents, that we, Mandeville Marigny, as principal, and A. Sidney Lewis and James L. Fabre, as sureties, are held and firmly bound unto Peronne B. Girod, widow of J. P. H. Pargoud, Rosalie Girod, widow of Louis Adam, F. P. Quetand, wife of J. A. Allard, Marie Phillippine Rose Quetand, Marie Bernard Quetand, Louis Joseph Poidebard, Benoite Colline Nicoud, Maurice E. Nicoud, and Jenny Benoite Nicoud, Jean F. Girod, and Frangoise Clementine Girod, wife of P. F. Pernond, in the full and just sum of seven thousand five hundred dollars, to be paid to the said Md'e P. B. Girod, widow Pargoud, et als., their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this seventh day of August, in the year of our Lord one thousand eight hundred and forty-four.

Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein Md'e P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud, et als., are defendants, judgment was rendered against the said Antoine Michoud, et als., defendants, and the said Antoine Michoud, et als., having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said Md'e P. B. Girod, widow Pargoud, et als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, the second Monday of January next.

Now the condition of the above obligation is such, that if the said Antoine Michoud, et als., shall prosecute their writ to effect, and answer all

damages and costs, if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed, M. MARIGNY, [L. S.]
" ANT. SIDNEY LEWIS, [L. S.]
" JAS. L. FABRE, [L. S.]

Sealed and delivered in the presence of—

Know all men by these presents, that we, Charles Claiborne, as principal, and A. E. Bienveny, F. Tainturier, N. B. Outlaw, Christoval Morel, and Alphonse Morel, as sureties, are held and firmly bound unto Mde. P. B. Girod, widow of J. P. H. Pargoud, Rosalie Girod, widow of Louis Adam, Françoise P. Quetand, wife of J. A. Allard, Marie Phillippine Rose Quetand, Marie Bernard Quetand, Louis Joseph Poidebard, Benoite Colline Nicoud, Maurice E. Nicoud, and Jenny Benoite Nicoud, Jean F. Girod, and Françoise Clementine Girod, wife of P. F. Pernond, in the full and just sum of seven thousand five hundred dollars, the sureties each bound separately as follows, to wit: A. E. Bienvenu, in the sum of $3,000; F. Tainturier, in the sum of $1,000; Ch's Morel, for $1,500; and A. Morel, for $1,000; to be paid to the said Md'e P. B. Girod, widow Pargoud, et als., their certain attorney, executors, administrators, or assigns; to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this second day of August, in the year of our Lord one thousand eight hundred and forty-four.

Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said court, wherein Md'e P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud, et als., are defendants, judgment was rendered against the said Antoine Michoud, et als., defendants; and the said Antoine Michoud, et als., having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said Md'e P. B. Girod, widow Pargoud, et als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, the second Monday of January next.

Now the condition of the above obligation is such, that if the said Antoine Michoud, et als., shall prosecute their writ to effect, and answer all damages and costs, if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed, CH'S CLAIBORNE, [L. S.]
" A. E. BIENVENU, [L. S.]
" F. TAINTURIER, [L. S.]
" N. B. OUTLAW, [L. S.]
" CHRISTOVAL MOREL, [L. S.]
" A. MOREL. [L. S.]

Sealed and delivered in the presence of—

A. E. Bienvenu, F. Tainturier, N. B. Outlaw, Christoval Morel, and A. Morel, being sworn, depose that they are severally worth the sums

in which they are securities in the above bond, after the payment of their several debts and liabilities.

For D. N. HENNEN, *Clerk.*
Signed, J. Q. A. HOIT, *Dep. clerk.*

Know all men by these presents that we, Joseph Girod, principal, and Louis Joseph Dufilho, junior, as surety, are held and firmly bound unto Mde. P. B. Girod, widow J. P. H. Pargoud; Rosalie Girod, widow of Louis Adam; François P. Quitand, wife of J. A. Allard; Marie Philippine Rose Quetand; Marie Bernard Quetand; Louis Joseph Poidebard; Benoite Colline Nicoud; Maurice E. Nicoud, and Jenny Benoite Nicoud; Jean F. Girod, and Françoise Clementine Girod, wife of Pierre F. Pernond, in the full and just sum of forty thousand dollars, to be paid to the said M'de P. B. Girod, widow Pargoud, et als., their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally by these presents.

Sealed with our seals, and dated this seventh day of August, in the year of our Lord one thousand eight hundred and forty-four.

Whereas lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein M'de P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud et als., are defendants, judgment was rendered against the said Antoine Michoud et als., defendants; and the said Antoine Michoud et als. having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court to reverse the judgment in the aforesaid suit, and a citation directed to the said M'de P. B. Girod, widow Pargoud, et als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington the second Monday of January next.

Now, the condition of the above obligation is such, that if the said Antoine Michoud et als. shall prosecute their writ to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed, J'PH GIROD, [L. S.]
" DUFILHO, Jun'r. [L. S.]

Sealed and delivered in the presence of—

Louis Joseph Dufilho, jr., being sworn, deposes and says, that after the payment of all his debts and liabilities, he is worth the sum of forty thousand dollars, as he verily believes.

For D. N. HENNEN, *Clerk.*
Signed, J. Q. A. HOIT, *D'y clerk.*

Know all men by these presents, that we, Felix Grima, as principal, and E. A. Canon, as surety, are held and firmly bound unto M'de P. B. Girod, widow of J. P. H. Pargoud; Rosalie Girod, widow of Louis Adam; Francoise P. Quetand, wife of J. A. Allard; Marie Philippine Rose Quetand; Marie Bernard Quetand; Louis Joseph Poidebard; Benoite Colline Nicoud; Maurice E. Nicoud, and Jenny Benoite Nicoud;

Jean François Girod, and Françoise Clementine Girod, wife of Pierre F. Pernond, residuary legatees of Claude François Girod, deceased, in the full and just sum of twenty-five thousand dollars, to be paid to the said M'de P. B. Girod, widow Pargoud, et als., their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally by these presents.

Sealed with our seals, and dated this seventh day of August, in the year of our Lord one thousand eight hundred and forty-four.

Whereas lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein M'de P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud et als., are defendants, judgment was rendered against the said Antoine Michoud et als., defendants; and the said Antoine Michoud, et als. having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court to reverse the judgment in the aforesaid suit, and a citation directed to the said M'de P. B. Girod, widow Pargoud, et als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington the second Monday of January next.

Now, the condition of the above obligation is such, that if the said Antoine Michoud et als. shall prosecute their writ to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed, FX. GRIMA, [L. S.]
" E. A. CANON. [L. S.]

Sealed and delivered, in the presence of—

E. A. Canon being sworn, deposes, that after the payment of all his debts and liabilities, he is worth the sum of twenty-five thousand dollars.

For D. N. HENNEN, *Clerk.*
Signed, J. Q. A. HOIT, *Dep. clerk.*

Know all men by these presents, that we, M'de Eugenie Grima, widow of J. N. Sabatier, as principal, and P. Landreau, as surety, are held and firmly bound unto P. B. Girod, widow of J. P. H. Pargoud; Rosalie Girod, widow of Louis Adam; Françoise P. Quetand, wife of J. A. Allard; Marie Philippine Rose Quetand; Marie Bernard Quetand; Louis Joseph Poidebard; Benoite Colline Nicoud; Maurice E. Nicoud, and Jenny Benoite Nicoud; Jean F. Girod, and Françoise Clementine Girod, wife of Pierre F. Pernond, residuary legatees of Claude Francois Girod, deceased, in the full and just sum of twenty thousand dollars, to be paid to the said M'de P. B. Girod, widow Pargoud, et als., their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals, and dated this seventh day of August, in the year of our Lord one thousand eight hundred and forty-four.

Whereas lately, at a circuit court of the United States, fifth judicial

circuit, holding sessions in and for the eastern district of Louisiana, in a suit depending in said circuit court, wherein M'de P. B. Girod, widow Pargoud, et als., are complainants, and Antoine Michoud et als., are defendants, judgment was rendered against the said Antoine Michoud et als., defendants; and the said Antoine Michoud et als. having obtained a writ of appeal, and filed a copy thereof in the clerk's office of the said circuit court to reverse the judgment in the aforesaid suit, and a citation directed to the said M'de P. B. Girod, widow Pargoud, et als., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington the second Monday of January next.

Now, the condition of the above obligation is such, that if the said M'de Eugenie Grima, widow of J. N. Sabatier, et als., shall prosecute their writ to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed, EUGENIE SABATIER, [L. S.]
" P. LANDREAU. [L. S.]

Sealed and delivered, in the presence of—

Pierre Landreau being sworn, deposes, that after the payment of all his debts and liabilities, he is worth twenty thousand dollars.

For D. N. HENNEN, *Clerk.*
Signed, J. Q. A. HOIT, *Dep. clerk.*

Consent filed 12*th August*, 1844.

PARGOUD et als.,
vs.
MICHOUD et als.

The bonds which have been filed by the appellants in this case, are received without objection.

New Orleans, August 12th, 1844.

Signed, L. JANIN,
Solicitor for plaintiffs and appellees.

Clerk's office, circuit court of the United States, fifth circuit, eastern district of Louisiana:

I, Duncan N. Hennen, clerk of the circuit court of the United States for the fifth judicial circuit, in and for the eastern district of Louisiana, do hereby certify, that the foregoing three hundred and fifty-nine pages contain a full, faithful, and true transcript of the record and proceedings, together with all the evidence adduced on the trial of the case of Madame P. B. Girod, widow Pargoud, et als., vs. Antoine Michoud, et als., number 899, of the record of said court, so far as the same now remains on file in this office.

In testimony whereof, I have hereunto signed my name, and affixed the seal of said court, at the city of New Orleans, this seventh day of November, A. D. 1844, and sixty-ninth year of the independence of the United States.

For D. N. HENNEN, *Clerk.*
J. Q. A. HOIT, *Deputy Clerk.*

I, Theodore H. McCaleb, judge of the district court of the United States, for the eastern district of Louisiana, and one of the judges of the circuit court in and for the fifth circuit and eastern district of Louisiana, do hereby certify, that Duncan N. Hennen is the clerk of the circuit court of the United [States] for the fifth circuit and eastern district of Louisiana, and that J. Q. A. Hoit, who signed the foregoing certificate, is the deputy clerk, and was at the time of so doing, and that due faith and credit are due and owing, and ought to be given, to his acts as such; and that the above certificate is in due form of law.

Witness my hand and seal, this 8th day of November, A. D. 1844.

THEO. H. McCALEB, [SEAL.]

District judge U. S. court, eastern district of La.

THE UNITED STATES OF AMERICA:

To Peronne Bernardine Girod, widow of J. P. H. Pargoud, residing at Aberville, in the Duchy of Savoy; Rosalin Girod, widow of Philip Adam, residing at Faverges, in the Duchy of Savoy, acting for themselves and in behalf of their co-heirs of Claude François Girod, to wit, Louis Joseph Poidebard, Francois S. Poidebard, Denis P. Poidebard, widow of P. Nicoud; Jacquiline Poidibard, wife of Marie Rivolet; Claudine Poidebard, widow of P. F. Poidebard, and M. R. Poidebard, wife of Anthelme Vallier, and also of François Quétand, Jean M. F. Quétand, Marie J. Quétand, wife of J. M. Avit; Francoise Quetand, wife of J. A. Allard; Marie R. Quétand, Marie B. Quétand; also of J. F. Girod, Jeanne P. Girod, wife of Clement Odonino, F. Clementine Girod, wife of P. F. Pernoise, and Jean Michel Girod.

To Benoite Colline Nicoud, Maurice Emile Nicoud, and Jean Berger, tutor of the minor Jeanne Benoite Nicoud, and to Jean François Girod, jr., represented by Jean Fermin Pepin, syndic of his creditors, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday of December next, pursuant to a writ of appeal, filed in the clerk's office of the circuit court of the United [States] for the fifth circuit and eastern district of Louisiana; wherein Antoine Michoud, Joseph Marie Girod, Gabriel Montamat, Felix Grima, Jean B. Dejan, ainé, Denis Prieur, Charles Clairborne, Mandeville Marigny, Madam E. Grima, widow Sabatier, A. Fournier, E. Mazureau, E. Rivolet, Claude Gurlie, the mayor of the city of New Orleans, the treasurer of the Charity Hospital and the Catholic Orphan's Asylum, are appellants, and you are appellees, to show cause, if any there be, why the judgment rendered against the said appellants, as in the said writ of appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Roger B. Taney, chief justice Supreme Court of the United States, this fifteenth day of August, in the year of our Lord one thousand eight hundred and forty-four. [SEAL.]

THEO. H. McCALEB, *U. S. judge.*

Marshal's return.

Service accepted.

L. JANIN, *Solicitor.*

UNITED STATES OF AMERICA, *ss:*

The President of the United States, to the honorable the judge of the circuit court of the United States *for the* in and for the fifth circuit, and holding sessions for the eastern district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, or some of you, between Peronne Bernardine Girod, widow of J. P. H. Pargoud, residing at Aberville, in the Duchy of Savoy, Rosalie Girod, widow of Philip Adam, residing at Faverges, in the Duchy of Savoy, acting for themselves, and in behalf of their co-heirs of Claude Francois Girod, to wit: L. J. Poidebard, F. S. Poidebard, Denise P. Poidebard, widow of P. Nicoud, Jacquiline Poidebard, wife of Marie Rivolet, Claudine Poidebard, widow of P. F. Poidebard, and M. R. Poidebard, wife of Anthelme Vallier; and also, of Francois Quetand, J. M. F. Quetand, Marie J. Quetand, wife of J. M. Avit, Francoise P. Quetand, wife of J. A. Allard, Marie P. R. Quetand, Marie B. Quetand; also, of J. F. Girod, Jeanne P. Girod, wife of Clement Odonino, F. C. Girod, wife of P. F. Pernond, and Jean M. Girod, Benoite Colline Nicoud, Maurice E. Nicoud, and Jean Berger, tutor of the minor J. B. Nicoud, J. F. Girod, jr., complainants; and Antoine Michoud, Joseph Marie Girod, Gabriel Montamat, Felix Grima, Jean B. Dejan, ainé, Denis Prieur, Charles Clairborne, Mandeville Marigny, M'de E. Grima, widow Sabatier, A. Fournier, E. Mazureau, E. Rivolet, Claude Gurlie, the Mayor of the city of New Orleans, the Treasurer of the Charity Hospital, and the Catholic Orphan Asylum, defendants; a manifest error hath happened, to the great damage of the said Antoine Michoud, Joseph Marie Girod, Gabriel Montamat, Felix Grima, Jean B. Dejan, ainé, Denis Prieur, Charles Clairborne, Mandeville Marigny, Mme. E. Grima, widow Sabatier, A. Fournier, E. Mazureau, E. Rivolet, Claude Gurlie, the Mayor of the city of New Orleans, the Treasurer of the Charity Hospital, and the Catholic Orphan Asylum, as by their complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to cor-

rect that error, what of right, and according to the laws and custom of the United States, should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court, this fourteenth of August, in the year of our Lord one thousand eight hundred and forty-four.

[SEAL.]

For DUNCAN N. HENNEN,
Clerk of the United States circuit court,
and eastern district of Louisiana.
J. Q. A. HOIT, *Deputy clerk.*

Filed, 1844.

MADAM P. B. GIROD,
Widow Pargoud, et als.
vs.
ANTOINE MICHOUD et als. } No. 899. In Equity.

The complainants in this case are aliens, and have filed their bill in equity to recover a large amount of property which is claimed by the defendants, under the last will and testament of the late Nicholas Girod, who departed this life, in this city, on the 1st of September, 1840; this will was regularly probated and ordered to be executed.

It is alleged in the bill, and admitted in the answer, that Claude François Girod, (a brother of the said Nicholas Girod,) a resident of the Parish of Assumption, in the State of Louisiana, died in the month of November, 1813, leaving a last will and testament, dated on the 30th day of November, 1812, and a codicil dated on the 4th of November, 1813; that the said will and the said codicil were admitted to probate on the 8th day of November, 1813; that the said Claude François Girod never was married; that he left eight brothers and sisters, and the descendants of a pre-deceased sister, whose names are set forth in the bill and answer. It is further alleged in the bill, and admitted in the answer, that the surviving brothers and sisters of Claude François Girod, with the exception of Jacques, otherwise called Jacques Antoine Girod, who was excluded by the terms of the will, were the legal heirs of the said deceased Claude François Girod, each for the one-eighth part of his estate and the succession; and the heirs and legal representatives of the said pre-deceased sister of the said Claude François Girod, were his legal heirs by representation of their deceased mother, for the remaining eighth part of the estate and succession of said Claude François Girod; there is an error, however, in the allegation contained in the bill that Jean François Girod having since died intestate and without descendants, his share has devolved on his brothers and sisters, and their descendants, whereby the share of each has become *one-seventh*, instead of *one-eighth;* for it appears, as set forth in the answer, that the said Jean François Girod, l'aine, instead of dying intestate, died after making a last will and testament, by which he instituted Jean François Girod, jr., who now resides in the city of Paris, in the kingdom of France, his sole and universal heir, whereby the share of each of the complainants continued to be, and remained as it was before, *one-eighth* of the succession.

In the will and codicil of Claude François Girod are enumerated and described in general terms the different properties owned and possessed by him. There is also a statement of the debts due by him. The respondents however deny that this statement contains a full exhibit of all his liabilities at the date of his decease. There were special legacies of sums of money to persons not included amongst his legal heirs, amount-

ing to the sum of $15,900, or thereabouts; the special legacies to his brothers and sisters appear from the following extract from his will, translated from the original French. I give and bequeath to the children of my deceased sister Francoise, wife of Poidebard, without *prejudice to their rights in my succession*, the sum of two thousand dollars, which they are to divide among themselves, in equal shares, for such is my will. I give and bequeath to my sister Therese, wife of Quetand, *without prejudice to her rights in my succession*, the sum of one thousand dollars, for such is my will. I give and bequeath to my god-daughter Rosalie, my sister married at Toiloire, but of whose husband's name I am ignorant, the sum of one thousand dollars, without prejudice to her rights in my succession, for such is my will. I give and bequeath to my brother Jacques Girod, the sum of $4,000, once paid without any right whatever in my succession, for such is my last will. I give and bequeath to my brother Claude Marie, the sum of two thousand dollars, without prejudice to his rights in my succession, for such is my last will. Hence it appears that the whole amount bequeathed by his will to legal heirs, and to other persons, is about $25,000. The legacies to his relations (with the exception of the $4,000 to his brother Jacques Girod,) are bequeathed without prejudice to their respective rights in his succession.

The large and valuable estate owned and possessed by Claude François Girod at his death appears from his will, and from four different inventories made of his property in the parishes of Assumption and Orleans; the first was made in the Parish of Assumption on the 12th of November, 1813; the second in the Parish of Assumption on the 3d of February, 1814; the third in the Parish of Assumption, on the 18th of February, 1814; and the fourth in the city of New Orleans on the 26th of February, 1814. From these inventories it appears that the value of the property in the aggregate was estimated at $124,594$\frac{45}{100}$. In the second inventory, however, it is proper to remark, that claims to the amount of $2,643$\frac{54}{100}$, due to the succession, were considered bad.

This property came into the possession of the Nicolas and Jean François Girod, who were appointed executors by the following clause in the will translated from the original French. "I name for my testamentary executors the following persons: my brother Nicolas my elder, and Jean François my younger, the first a merchant in New Orleans, and the second is a planter in the Parish of Ouachita, and in their default, Mr. Phillippin, the elder, merchant at New Orleans, to whom I give, by the present olographic will, power and faculty as required by law, to take possession of all my property enumerated, and that to be hereafter acquired; to inventory, sell it, and cause it to be sold as they shall deem most advantageous for the heirs, all my brothers and sisters present and absent, without any intervention of justice.

From the will it further appears, that the debts due from the testator by note and by account amounted to $30,000. This the respondents deny, and their denial will hereafter be considered. Of the house and

lot situated at the corner of St. Louis and Chartres streets, in the city of New Orleans, claimed as the property of the estate of Claude François Girod, only one half was inventoried, the other half being claimed by Nicolas Girod as his own property. The complainants however contend that the will, the sales made by the executors, and even [the] account presented by Nicolas Girod himself against the estate in a certain suit by him instituted, in the parish court of the Parish of Orleans, on the 26th of November, 1814, prove that the house and lot belonged exclusively to the estate of Claude François Girod.

The complainants have shewn themselves the legal heirs of the late Claude François Girod. Their right to sue in this tribunal cannot be denied. They come within that provision of the Federal Constitution which peculiarly entitles them to be heard before the courts of the United States. They have appealed to the equitable powers with which those courts have been invested, to place them in possession of property of which they allege that they have been illegally and wrongfully deprived by the fraudulent acts of the executors of their deceased relative.

In considering the various questions which have been presented to the consideration of the court involving the alleged violation of the trust imposed upon the executors of Claude François Girod, deceased, I shall be as brief as the nature and importance of the case will allow. The first ground of complaint alleged in the bill of the complainants is, that the executors, (Nicolas and Jean François Girod,) did on the 19th of January, 1814, present to the honorable François Courvoisier, parish judge of the Parish of Assumption, a petition, wherein they alleged the authorization granted to them by the will of their testator for the sale of the property belonging to the succession, and did pray the judge to order the sale for cash, of all the moveable effects belonging to the succession, and of the plantation and tract of land adjoining it, and which formed a part of it during the lifetime of Claude François Girod; and of all the slaves as being in part perishable; and also for the payment of the debts of the succession; that no order was given for such sale by the court, but that the executors did nevertheless proceed to the sale by public auction on the 18th of February, 1814, for cash, not only of the property mentioned in their petition, but also of all the property and estate, both moveable and immoveable, included not only in the inventory made on the 12th of November, 1813, but also that included in the inventory which was made on the very day of sale, viz, the 18th February, 1814; that the greater part of the property was without the jurisdiction of the judge by whom it was sold, and who was induced by the executors to sell it, by their giving him an indemnity bond dated the 16th February, 1814; the bond here alluded to by the complainant is found among the mortuary proceedings of the succession of Claude François Girod, in the Parish of Assumption, and in the following words: " whereas the honorable Judge Francis Courvoisier thinks that he is not authorized to sell the several properties situated in the Parish of Lafourche Interior, as being without the jurisdiction of his said par-

ish; and whereas we are desirous to remove all the liabilities which the honorable judge might subject himself to by selling said lands, in the same manner and at the same time as those situated within his jurisdiction; now, therefore, as testamentary executors of the late C. F. Girod, we do bind ourselves by these presents to protect and warrant said honorable judge against all the troubles and difficulties which might be the consequence of his thus selling the lands of the succession, situated out of the parish. In faith whereof we have signed these presents to be by him used as of right.

Parish of Assumption, the 16th of February, 1814.

(Signed) JN. FS. GIROD,
JN. FS. GIROD,
Executor.

The complainants further allege that the property above referred to, included in the inventories of the 12th of November, 1813, and the 18th of February, 1814, with the exception of a lot of ground in the town of Donaldsonville, valued at $300, not belonging to the succession, and included in the first inventory through error, was, at the sale made on the 18th February, 1814, adjudicated to one Charles St. Felix for the sum of $84,755$\frac{45}{100}$, and the prices bid for the different portions of the property were almost without exception the exact sums at which the same were valued in the inventories.

The bill contains a similar allegation against the executors with reference to the sale of the property situated within the Parish of Orleans. It appears that, on the 4th of March, 1818, they presented a petition to the judge of the court of probates of the Parish and City of New Orleans, praying for a sale for cash of all the property belonging to the succession within the said parish; that they obtained an order for that purpose, and caused the property to be sold on the 9th of April, 1814; the property purchased by St. Felix in the Parish of Assumption, was on the 23d of February, 1814, five days after he had purchased it, retroceded to the executors for the same price in cash at which he himself had purchased it; this appears from the act of conveyance or retrocession, passed before the parish judge of the Parish of Assumption, and forming a part of the evidence in the cause. The property purchased by Simon Laignel in the Parish of Orleans under the same circumstances, was also retroceded and conveyed to Nicolas Girod, one of the executors, two days only after he had purchased it, and for the same price as stipulated in the act by which the property was sold by said Girod, as executor to the said Laignel, viz, $35,800. The authentic acts given in evidence show that in selling and buying the property situated in the Parish of Orleans, Nicolas Girod acted for himself alone, and that Jean François Girod, who was the acting executor in the Parish of Assumption, professed to act for the joint account of himself and Nicolas Girod; he however, on the 19th of January, 1830, by act passed before Louis F. Caire, a notary public in New Orleans, conveyed to Nicolas all the right, title, and interest vested in him by the

retrocession of St. Felix, under date of the 23d of February, 1814. In this act he stipulates specially that he will not gauranty the title except against his own acts, and merely substitutes Nicolas Girod in his place, as if he (Nicolas) had been the sole transferree in the original transfer of the 23d of February, 1814.

These acts and doings of the executors the complainants allege to be illegal and fraudulent. They charge that the executors thus abused the trust and confidence reposed in them by their testator, and violated their duties towards their co-heirs; that all which is specifically set forth as facts were plots and contrivances formed by the executors fraudulently to obtain possession for their own use and benefit, and to the wrong and injury of the complainants and their other co-heirs, of the entire succession and estate of their deceased brother.

They further allege that the adjudications, made to St. Felix and Laignel, were in reality made to Nicolas and Jean François Girod, the said St. Felix and Laignel being merely persons interposed and used as instruments of the fraud and contrivance of the executors; that although it was totally unnecessary to make sale of the property at all, and although if necessary the interest of the heirs of the deceased obviously required that it should be made on long terms of credit, and that all possible publicity should be given to ensure the highest prices for the property, the executors did hurry on the sale for cash, and without the usual advertisements and legal formalities, of the entire estate at a period when the United States were engaged in a foreign war, and when the prices of real estate in particular were depressed far below the real value of such property. That St. Felix and Laignel, to whom the estate was adjudicated, were individuals notoriously in indigent circumstances, and utterly incapable of paying the large sums of money for which the property was apparently sold to them; the former being also a person then employed by the executors as a clerk or overseer; that they never paid the price of the property; and that in fact and truth no real sale of the property belonging to the succession of the said deceased Claude François Girod ever took place, and the title in and to said property has remained in the heirs of said deceased, unimpaired and undivested by the proceedings of his testamentary executors.

The facts here alleged and set forth by the complainants, as the foundation upon which they rest the charge of fraud, are in the main admitted in the answer of the respondents. They however insist that the authorization granted to the executors by the will for the sale of the property was legal. They also insist that no law of Louisiana then existing contained provision by which a judge, ex-officio auctioneer, was any more than any other auctioneer in the State, rendered incompetent for selling any property whatsoever, situated within or without the limits of his jurisdiction; and that inasmuch as no complaint is made as to the price of the property so sold by the judge, the circumstance that a portion of the property was beyond his jurisdiction is of no consequence, and the price thereof must be regarded as fair, and the sale as having been duly made. They admit the statement in the bill in reference to

the sales of property to St. Felix and Laignel, but deny that any deed of conveyance from either of these individuals, *any retrocession* of the property to the executors ever took place, inasmuch as no retrocession could take place between the parties, unless the executors had been, previous to the adjudication to, and purchase by, the said St. Felix and Laignel, the sole and exclusive owners of the property in question. They then deny that any fraud or breach of trust was committed by the executors.

Before proceeding further into an investigation of the merits of the various questions submitted, I will first dispose of the points of law presented by the pleadings in relation to these sales of the property. By so doing, I shall avoid much confusion and difficulty hereafter. And first, let us enquire what were the duties of executors under the law existing in Louisiana at the time when the proceedings complained of took place.

The code of 1808 has been invoked; its provisions were in force up [to] the 20th of June, 1825, when the present code went into effect. "When the testamentary executors, says the former (code of 1808, p. 246, art. 174,) has the seizure of the property of the succession, and is directed to sell it, he must proceed to the sale, and to the payment of the debts of the succession, in the manner prescribed to the curator of absent heirs, and of vacant successions in the title of *successions*." According to art. 128, p. 174, under the title here referred to, we find that "immediately after the inventory of the property shall have been completed, the parish judge, by whom said inventory shall have been made, shall cause all the moveable and immoveable property to be publicly sold to the highest bidder, after the usual notice of said sales shall have been given." The notice here required should have been given by public advertisements for the space of thirty days for the real estate, and fifteen days for the moveable property. There is nothing in the transcript of the mortuary proceedings in the settlement of the succession, either in the Parish of Assumption or the Parish of Orleans, to show that public notice of any kind was given. The sales, it is true, were made at public auction, but they do not appear to have been preceded by those formalities which were necessary to render them valid in law. The judge of the Parish of Assumption sells a portion of the property in that parish on the very day that the inventory was taken. Another portion of the property beyond the limits of his parish, over which he could exercise no control, except simply to order it to be sold in case of necessity, was also disposed of at the same time and place with that situated within his immediate jurisdiction. The bond of indemnity given to the judge by the executors, does nothing towards healing the radical defect which is apparent on the face of the whole proceeding. Besides, this bond exhibits a most unjustifiable anxiety on the part of the executors to hasten the sale of a property, which from its nature must, under such circumstances, inevitably be sacrificed for an amount far below its real value.

In regard to the sales made in the Parish of Orleans, it is not easy to

perceive by what authority the judge of that parish exercised the right of disposing of property which was subject alone to the jurisdiction of the judge of the particular parish where the testator lived and died, and where his principal establishment and property were situated. But apart from these considerations, it is impossible to resist the conclusion to which my mind has been drawn by the evidence that the sale, both to St. Felix and Laignel, was made without any actual consideration, and for the sole purpose of enabling the executors to get the full and entire control of the property under the semblance of legal authority. The rapidity with which the sales were hastened, the promptitude with which the large and valuable property in both parishes were bid off for cash by individuals whose pecuniary circumstances were such as to forbid all reasonable belief that they were able to pay the prices; the fact that the prides bid were, in almost every instance, the same as the valuation in the inventory; the shortness of the time between the date of the sales to St. Felix and Laignel, and that of the transfers of the same property for the same prices to the executors, are all features in this transaction affording the most satisfactory and conclusive evidence, that the acts of sales exhibited as titles to the property are mere forms without substance; that in fact no real transfer of the property ever was effected; nor is it sufficient to invoke the extensive powers conferred on the executors by the will, to justify or defend the proceeding by which these pretended sales were brought about. The authorization in the will to "sell without the intervention of justice" could not legally dispense with the necessity of a public sale of the property by a regular order of the proper court, after thirty days advertisement. The decision of the supreme court of this State on the law which was in force here at the time the proceedings complained of took place, in the case of Gayoso de Lemos vs. Garcia, (1 Martin rep. N. S. 337) will remove all doubt on this point. Mr. Justice Porter, delivering the opinion of the court, says, "much weight has been attached to the testator authorizing the executor to sell without the intervention of justice, but it appears to us that little can be given to this circumstance. If selling at auction were one of those formalities which belonged exclusively to sales made by executors under the decree of a judge, or the orders of a court, it might indeed be contended that the testator had waived it. But the law makes no such distinction; it speaks of all sales made by them, and of course includes those made under the authority of the testator, as well as those directed by a judgment. None of the commentators within our reach speak of any exception, would it be proper that there should be any? We think not. The power conferred is extensive, and liable to great abuse. None of the formalities, therefore, which insured publicity to the sale of the property, and a fair price, ought to be dispensed with; indeed we are bound to presume that the knowledge of the existence of a law that might check the abuse of this extensive power, was one of the reasons that induced the testator to confer it.

The case which called forth the opinion here invoked involved the question of the validity of sales made by an executor of property belong

ing to a minor; but the views expressed by the court are sufficiently broad and comprehensive to include the case under consideration. Indeed, it would be difficult for a court of equity to find any distinction to be drawn between the rights of minors and of persons even of full age, beyond the seas, and necessarily ignorant of the mode in which those rights may be administered. The responsibility imposed upon the executor, arising from his implied trust, is in the eye of a court of equity essentially the same in the one case as in the other.

The circumstances attending the transfers of the property, and the characters and relations of the parties to those transfers, have led my mind irresistibly to the conclusion that the purchasers of the property were the executors themselves. The answer does not indeed seem to deny the allegations in the bill that St. Felix and Laignel were interposed persons. The fact that one of these individuals had served in the capacity of an overseer on a plantation, the testimony of Jean François Girod, shewing the limited pecuniary means of the other, together with the mysterious conduct of his co-executor, all taken in connection with the authentic acts of transfer given in evidence, establish beyond a reasonable doubt that at sales nominally judicial the executors became the purchasers of the property of their testator.

Let us now enquire into the legal effect of such a sale, and in doing so it is unnecessary to travel back to the Roman law, to ascertain the rights and powers of an executor; it will be sufficient if the appellate tribunal of Louisiana has expressed an opinion upon the question at issue. The opinion of that tribunal on a question of doubt, arising under the laws of the State, is binding upon this court. In the case of Harrod & al. vs. Norris' heirs, (11 Martin R. 298,) decided under the code of 1808, Porter J., delivering the opinion of the court, says: the house of Harrod & Ogdens purchased at public sale all the property left by the late Patrick Norris; G. M. Ogden, a partner of that firm, was one of the testamentary executors of the deceased at the time the adjudication took place. The only question to be decided arises out of these facts. The parish judge decided that the sale was irregular and void, and the plaintiffs have appealed. The appellees refer us to the following law:

No man, who is testamentary executor or guardian of minors, nor any other man, or woman, can purchase the property which they administer, and whether they purchase publicly or privately, the act is invalid, and on proof being made of the fact, the sale must be set aside, &c. (Novissima Recopilacion, lib. 10, tit. 12 ley.)

The provision is imperative and must be obeyed, if the facts bring the case within it. The evidence establishes that the property of the testator has been sold by auction, and that by that sale the executor became owner of part of it; this would seem to bring the case clearly within the spirit, and almost within the letter of the law.

The appellants however contend that it does neither, because the purchase was made, not by G. M. Ogden, the executor, but by Harrod & Ogdens; to this position we cannot assent. If the executor buys in his own name, it is not denied that the law considers the act as null. If he

buys under that of another, it is still his purchase, and the same consequences must attend it, as no one is permitted to do indirectly that which he is prohibited to do directly. If other persons in partnership join in the acquisition, that cannot change the nature of the transaction, or prevent us from seeing that he has acquired property which the law says he shall not acquire. We cannot perceive any difference between his buying one-third of the stock in trade of Norris in his own name, and acquiring one-third through a purchase made by a partnership of which he is a member. If the case were doubtful, we should be inclined to lean to this construction, for how useless would this salutary law be if we held that nothing more was required to avoid its operation than the insertion of another name, or the aid of another party."

The reason for introducing this principle into a jurisprudence is obvious, and its wisdom manifest.

It was to prevent men from being let into temptation, that they might not be placed in a situation where their private interests and their duties to others were at variance. The law presuming that in such case the latter would be sacrificed, that danger is just as great when an executor buys for himself and others, as when he makes the purchase in his own name, the characters of the parties in this case cannot be permitted to have any influence on our judgment; the transaction may have been a correct one, nay, advantageous to the estate of the deceased, but our code has declared (6 art. 19,) "That when to prevent the commission of a particular class of frauds the law declares certain acts void, its provisions are not to be dispensed with on the ground that the particular act in question has been proved not to be fraudulent;" for these reasons the court affirmed the judgment of the court, *a quo* declaring the sale void.

I have quoted the whole opinion because it is all relevant, because it is clear, just in the reasoning, consistent with the principles which should govern a court of equity, and conclusive upon the question at issue. The doctrine it asserts has been since repeatedly maintained in various cases decided since the promulgation of the New Code, 9 L. R. 48, ibid 335. 14 La. R. 114 & 122. Shepherd vs. Perry, 4 N. S. 267. And if we consult the great principles which should govern a court of equity, we shall find them fully sustaining the same rule.

In the case of Wormley vs. Wormley, 8 Wheaton, 421, Mr. Justice Story, in delivering the opinion of the court, says: "No rule is better settled than that a trustee cannot become a purchaser of the trust estate. He cannot be at once vendor and vendee. He cannot represent in himself two opposite and conflicting interests; as vendor he must always desire to sell as high, and as purchaser to buy as low, as possible; and the law has wisely prohibited any person from assuming such dangerous and incompatible characters."

Mr. Justice Johnson, delivering a separate opinion, says: "there are canons of a court of equity which have their foundation not in the actual commission of fraud, but in that hallowed orison, "lead us not into temptation;" one of these is, that a trustee shall not be permitted to mix

up his own affairs with those of the *cestui que trust*. Those who have examined the workings of the human heart well know that in such cases the party most likely to be imposed upon is the actor himself, if honest, and if otherwise, that the scope for imposition given to human ingenuity will enable it generally to baffle the utmost subtlety of legal investigation. Hence the fairness or unfairness of the transaction, or the comparison of price and value, is not suffered to enter into the consideration of the court on these occurrences; but the rule is positive and general, and the *cestue que* trust may be restored to his original rights at his option.

The subject has been most ably treated by Chancellor Kent in the case of Darone vs. Fanning (2 Johns. Chans. Rep. 254,) in which he reviews the decisions of the High Court of Chancery in England, and comes to the same conclusions indicated by the opinions already quoted.

Believing then, as I do, that the executors violated their trust in the sale and purchase of the property of their *cestui que trust*, that in fact and in law there was no transfer of the property belonging to the succession of Claude François Girod, the conclusion must follow that the title in and to that property has remained in his heirs unimpaired and undivested by the proceedings of the executors; and it is needless to state that all transfers, or conveyances of the property by executors, whether by onerous or gratuitous title, are of no avail against the heirs who had no notice of the acts committed in fraud of their rights by their trustee; and here it may not be improper to remark, in reference to the terms trust or trustee, when applied to persons holding fiduciary situations under the laws of Louisiana, that the terms are perfectly proper when used in a court of equity, notwithstanding the abolition of trusts by statutory enactments."

This law, says Mr. Justice McLean, in pronouncing the opinion of the Supreme Court of the United States in the late case of Gaines et ux. vs. Chew and al. (2 Howard 650,) abolishes express trust, but it does not reach nor effect that trust which the law implies from the fraud of an individual who has, against conscience and right, possessed himself of another's property. In such a case, the law of Louisiana affords redress as speedily and amply as the law of any other State; there is therefore no foundation for the allegation, that an implied trust, which is the creature of equity, has been abrogated in Louisiana; under another name it is preserved there in its full vigor and effect. Without this principle, justice could not be administered. One man possesses himself wrongfully and fraudulently of the property of another; in equity he holds such property in trust for the rightful owner.

I will now proceed to consider the allegations of the bill which he charges that the executors did, on the 23d of May, 1817, present to the court of probates of the Parish and City of New Orleans on account of their administration as such, in which accounts they state payment of debts to have been made by them to the amount of $36,700, or thereabouts, prior to March, 1814; that the amount of the legacies, left by the deceased Claude François Girod, was $25,900, or there-

abouts; that in a petition presented to the same court on the 4th of March, 1814, they allege the amount of the debts and legacies due by the estate to be about $60,000; this last sum corresponding nearly with the aggregate amount of the legacies and the debts aforesaid, which, according to the statements contained in the account, came to their knowledge prior to the month of March, 1814, and corresponding also with the aggregate amount of the debts and legacies of the succession as recited in the will, which declared that the testator owed by note and account about $30.000; the bill then charges, that in order to appropriate wickedly and fraudulently to their own use and benefit the funds of the succession the executors did, in the account of the 23d of May, 1817, place themselves as creditors of the succession for a sum nearly $49,000, to wit: Nicolas Girod, for $40,418$\frac{49}{100}$, and Jean François Girod for $8,253$\frac{20}{100}$, although no sum whatever was due them according to the allegations of their own petition of the 4th of March, 1814; the account here mentioned, the complainants shew the executors in their petition to the court of probates declared that they approved in their capacity of agents of their co-heirs, by virtue of a power of attorney which those co-heirs, confiding in their honesty and integrity, had sent them, authorizing them to represent their interest in the settlement of the succession.

The respondents in their answer admit these allegations of the bill, but aver that the executors had a right lawfully and justly to place themselves in their account presented to the court as creditors of the succession; that Nicolas Girod was creditor by virtue of a final judgment of a competent tribunal, viz, the parish court of the Parish and City of New Orleans, rendered on the 6th of May, 1816; they further aver that this judgment has for upwards of 26 years past acquired the force of *res adjudicata*, and cannot be disturbed; that the account presented by the executors was duly homologated by the court of probates, and that judgment of homologation has also acquired the force of *res adjudicata*. The respondents also deny that the executors, in placing themselves as creditors of the succession in their account, and in ratifying that account under the power of attorney entrusted to them by their co-heirs, abused the trust and betrayed the interest confided to them for their own advantage, and to the wrong and injury of their constituents. I have already expressed my inability to discover by what law the judge of the probate court of the Parish of Orleans exercised jurisdiction in the sale of the property of Claude François Girod, who lived and died in the Parish of Assumption, and the principal portion of whose property was there situated. It appears, however, that all the proceedings, not only relating to the sale of the property situated in the Parish of Orleans, took place before the judge of that Parish, but also every thing relating to the settlement of the accounts of the executors, and the appointment of attorneys to represent the absent heirs. But admitting that the legal irregularity might be waived, it is difficult for a court of equity to shut its eyes to the glaring inconsistencies which appear in the acts and declarations of the executors as disclosed by the record of the

mortuary proceedings of the court of probates, on file as evidence in the cause; on the 4th of March, 1814, they informed the court that the amount of the legacies and debts of the succession is about $60,000; and on the 23d of May, 1817, they shew these legacies and debts to amount to $102,643$\frac{27}{100}$; this enormous increase arises from the two claims asserted against the estate by the executors; by Nicolas, a claim amounting to $40,418$\frac{09}{100}$, and by Jean François Girod, a claim amounting to $8,253$\frac{20}{100}$. It is difficult to resist the conviction which is forced upon the mind by an attentive examination of the proceedings, that the statement made by the executors in their petition of the 3d of March, 1814, shewing the debts and legacies to be about $60,000, was a fair and correct estimate, inasmuch as it so nearly accords with declarations contained in the will. It is equally difficult to regard as otherwise than frivolous, as well as unfounded in law and equity, the proceedings instituted by the executors for the purpose of establishing against the estate claims of which it would appear the testator himself had no knowledge when he penned his last will and testament on the 30th of October, 1812, only one year before his death; from the testimony of Guillott, who gave evidence before the arbitrators to whom were submitted the papers shewing the transactions which had taken place between the executors and Claude François Girod, from the year 1795 up to the period of the death of the latter, it would appear that in 1813, Claude François Girod himself believed the debt due his brother Nicolas could have been settled by the sale of his house on St. Louis street, which was inventoried at $14,000. This house and lot, which from the testimony the testator, during his lifetime, considered his own, and offered to sell to satisfy the claim of his brother, has been since his death claimed to the extent of one-half by that brother.

When we take into consideration the declaration of the witness that in July, 1813, he was requested by Claude Francois to make propositions to Nicolas for a settlement of the amount he owed, the conclusion is irresistible that the evidence of a settlement which was exhibited to the arbitrators as having been made between Nicolas and Claude François Girod on the 1st of August, 1813, and which the arbitrators declare did not relate to the same matter which were acted upon in the other parts of the report, was in fact the settlement by which the amount, really and truly due from Claude François Girod to his brother Nicolas, was determined; this shews that the sum due amounted to $6,574 30. Many of the items in the account, shewing the enormous balance in favor of Nicolas Girod against the estate, as appears from the report of the arbitrators, arose from transactions of many years standing, commencing as far back as 1795. It would seem, therefore, that they were all, or nearly all, barred by prescription. This however is not a legitimate subject of enquiry, so long as it is urged that the correctness and legality of the account has been established by judgments which, it is contended, have the force of *res adjudicata*. If such be the effect of the judgments, it is clear that this court as a court of equity cannot grant relief; the question then arises, are the judgments upon which the respondents rely to heal

all previous defects and irregularities in the proceedings of the executors, such judgments [as] forbid the interposition of the equitable powers of this court; are they such final judgments as forever conclude the rights of the parties to this suit? What are the facts and circumstances connected with the rendition of those judgments?

There are two executors jointly and severally bound for the faithful performance of all the duties appertaining to the settlement of the succession; it becomes necessary for one of them to assert a claim against that succession, and his co-executors made the defendants in the action which is brought for the purpose. They jointly hold the powers of attorney of their co-heirs who are beyond the seas.

The claims now set up are not recognised by the will of their testator, and are not even alluded to in their petition presented to the court, in which they set forth the amount of debts and legacies of the deceased; the claims are based upon various transactions which it is alleged took place between the executors and their testator during the lifetime of the latter. The court, upon application being made by the executors themselves, grants an order to refer the accounts to arbitrators, who take evidence touching the facts whether the claims had ever been satisfied, calculate interest upon the several items of account, and strike a balance in favor of the executors; the interest in many instances is calculated as far back as *twenty years:* the report of the arbitrators is however returned into court, and contradictorily with the attorney appointed to represent the absent heirs; a judgment homologating the report is rendered; this judgment of homologation was signed on the 30th of May, 1817. Jean François Girod, one of the executors, brings his suit before *before* the parish court of the Parish of Orleans on the 12th of March, 1814; in his petition he cites Nicolas Girod, his co-executor, and Charles Robert Caune, the attorney appointed to represent the absent heirs not represented by the executors themselves, who accordingly appear and answer the petition, and require proof of the claim. The petition and citation are served on the parties thus made defendants on the 12th of March, 1814, the same day on which the suit was brought, and their answers are filed on the 14th March, 1814, two days afterwards. In the answer of Nicolas Girod there is a prayer for the appointment of arbitrators, who find a balance due to the plaintiff amounting to the sum contained in the account. The report of the arbitrators is filed on the 23rd of November, 1814; on the 26th of November, 1814, Nicolas Girod, the defendant in the suit brought by his brother Jean François, becomes a plaintiff, and brings his suit in the same court, and cites his co-executor Jean François and Robert Caune as defendants, who accordingly as such appear and file their answers on the 29th of November, 1814, *one day* after the service of the petition and citation; on the same day arbitrators were appointed, who, on the 12th December, 1814, filed their report shewing a balance in favor of the plaintiff for the sum contained in the account; this report was homologated on the 6th of May, 1815. The record shews no resistance made by either of the executors, or by the attorney appointed to represent the absent heirs, to the claim made in ei-

ther suit upon the ground that they were barred by prescription. There seems in fact to have been no exertions made to subject to strict scrutiny the demands of the plaintiff, although the long period which had elapsed since the obligations were contracted by the deceased, if in reality they were ever contracted, rendered them on their face suspicious, not to say positively illegal or irrecoverable in law.

It is impossible for the court to pass unnoticed the fraud which is visible at every glance over these proceedings. It is impossible for it to say that, from the relations of the parties then before the court, the rights of the absent heirs could be properly represented. What authority had one of the executors to bring a suit against his co-executor which directly involved the rights of those whom they jointly and severally represented in the most sacred of fiduciary relations, and for the security of whose rights they were jointly and severally responsible? It is apparent that there were no property parties before the court, and the records in both suits exhibits a disposition in the parties such as they were to aid each other in the accomplishment of their object; instead of protecting the property of their co-heirs by resolutely contesting at every step the enormous demands asserted against it, they seem to have vied with each other in affording facilities by which they might, under the mock solemnity of a judicial proceeding, share it between them.

It is clear that having both accepted the trust they were incapable of suing one another; they were in the eye of the law the same person, 2 Williams' executors, 620, 685, 818; they had no right or power to waive description in defending the rights of the heirs, (Laf's heirs vs. His executors, 3 N. S. 716;) and yet we see them offering no resistance to claims to which the plea of prescription would have been fatal; let us suppose then the homologation of their account against the estate were a judgment, there is nothing to prevent the complainants from impeaching it upon the ground of fraud; and it is wholly insufficient to contend that the presumption of fraud arising from almost every act of the executors can be rebutted by shewing the appearance of the attorney appointed to represent the absent heirs in the suits in which the judgments were recovered. The parish court of the Parish of Assumption alone was legally empowered to appoint an attorney for the absent heirs. But admitting that Robert Caune were legally appointed, the rights or power conferred on him by his appointment ceased when the powers of attorney from the absent heirs were received. His appearance seems to have been merely nominal, and apart from his want of authority he seems to have been more the instrument by which the executors were to accomplish their object, than the faithful and vigilant advocate by whom the rights of the absent heirs were to be defended and maintained.

These judgments, then, under which the respondents contend that their rights are secured, were judgments obtained through fraud, and so far as they affect the rights of the complainants are nullities. Against such judgments a court of equity will not hesitate to afford relief. 1 Maddock Chan. 236, 237, 300. 1 Story Eq. S. 252. 3 Dessassure 310, 323, 324, 325. 4 Dessaussure 422. 2 Atk. 190, 319. 1 Atk.

268. 2 P. Williams 424. 3 P. Williams 395. 2 Vesey, jr. 135. 1 Schoals & Leffroy 201.

If a judgment at law be obtained against conscience, a court of equity, says the authority from 1 Maddock 300, will decree the party to acknowledge satisfaction on that judgment, though he has received nothing. The general powers of this court, says the first authority from Desaussure, alluding to a court of equity, are very great; and amongst others it is assistant to the courts of law in counteracting fraudulent judgments, or where in conscience and equity the plaintiff ought not to avail himself of a judgment at law.

One of the principal grounds of the equity jurisdiction, says a note to the decision from which the authority last quoted is taken, is the power of granting injunctions and staying proceedings at law; its origin is very ancient, ascending to a period anterior to the time of Sir Thomas Moore, who exercised this authority frequently. In the year 1616 a dispute arose between the courts of law and equity, whether the court of chancery could give relief against a judgment at law, which was decided in favour of the court of chancery, and it has been acquiesced in ever since. 3 Bla. Com. 54. But this power is exercised with caution, and on certain general principles. The court of chancery will not interfere after verdict and judgment at law, unless in cases of fraud, surprise, or extraordinary cases, where manifest injustice has been done. Nor where the party might have defended himself fully at law and neglected it. (But it will give relief in all cases not of a criminal nature) of fraud, surprise, or extraordinary cases, where complete justice has not been done, and in many cases on principles of general policy, ("vide authorities cited in the note.") A court of equity, says Chancellor Guillard in the case of Joby vs. McCrea, 4 Des. 430, interposes to prevent injustice, not indeed as a court of appeals, but as a high tribunal whose essence is justice, which it never suffers to be defeated by forms. But it must appear, before the court of equity can be drawn out to act and interpose its high powers, that the party applying has justice in his cause, of which he conld not avail himself of the court below, or where the court was prevented by circumstances from *read*ing that justice; where the merits had not been examined maturely and with full lights; in such cases it interferes to cause justice to be done. When we consider the real condition of the complainants at the time the proceedings complained of took place, we are forced to recognise the applicability of the sacred principles here invoked to the case before the court, living as they were in the Dutchy of Savoy, remote from points commonly accessible in the commercial intercourse of the American and European continents, moving in the humbler walks of life, without education, without the pecuniary means, incapable of understanding much less of asserting their rights, and confiding implicitly in the fidelity of those who were bound to them by one of the most sacred of natural ties, it is easy to perceive how completely they were at the mercy of the executors; the fraud in the judgments complained of was perpetrated not only without their knowledge but under circumstances beyond their control.

The next question to be considered is that which involves the validity or sufficiency of the acquittances signed by two of the complainants, Madam Pargoud and Madam Adam; those acquittances it appears, were signed by Madam Pargoud on the 10th, and by Madam Adam on the 11th of November, 1817; they were so signed before a notary public at Annecy, in the Duchy of Savoy. The complainants allege they were given in total ignorance of the real situation of the affairs of the succession of Claude François Girod; that they reposed implicit trust and confidence in their agents, (the executors,) and believe their representation and statement to be true and correct; and that the said Madam Pargoud was induced to sign by means of false and fraudulent representation, and by concealment of facts which they, (the executors,) knew to exist. In the bill, Madam Adam alleges that she has no recollection of ever having signed an acquittance, and she believes no such document was ever signed by her; but if any such exist, she avers that she never would have signed the same, if she had known the real situation of the affairs of the succession of her brother, and if she had not been grossly deceived in relation to her rights therein. The answer shews that a document in all respects similar to the one signed by Madam Pargoud, was also signed by Madam Adam on the day abovementioned; translated from the French, it is in these words, " being satisfied she grants final discharge for the full and entire payment of the hereditary share which she might claim in the succession as reduced into moveable effects of the deceased Claude François Girod, their brother, opened some years ago in Louisiana; she also cedes purely, simply, and irrevocably, but subject to all perils and risks, and in the form of a sale of an inheritance, unto the said Jean François Girod, all her rights, titles, pretensions and claims, that she could assert as one of the co-heirs of the said Claude François Girod, in the succession of the moveable and immoveable property generally situated in the diocese of Thônes, without exception or reservation, with all possessory actions and remedies, rights of suit, &c., putting and subrogating the said François Girod in her place. The said Madam Pargoud has granted the present cession, with all clauses of divestiture and investiture, &c.; and for the price of five hundred livres, which have been paid, the said Madam Pargoud grants acquittance, with the promise that she will neither make, nor suffer to be made, any demand or pursuit whatever, by reason of the different rights which are the object of this act. This acquittance, it is further alleged in the bill, was obtained through the fraudulent representation of the executors, in anticipation of a possible discovery of the fraud thus committed, and in the hope of estopping her by a receipt.

This account, rendered by the executors, was homologated by the court on the 30th of May, 1817; on the 27th of May, 1817, three days before the homologation, Nicolas Girod writes thus to his sister, Madam Quetand: to-morrow our brother Jean François embarks for Havre, from thence he will proceed home for the purpose of delivering to each one of you what is coming from the succession of our late brother, Claude

François. I assure you that if I had not been anxious to protect the honor of this brother, every thing would have been absorbed in settlement of accounts with me, and by other debts; besides, whether you have it now or later the greater part cannot escape you, that is to be understood of those who shall not cease to merit our friendship and esteem. Beware not to imitate the example of Jacques, who has forever lost our regard by his iniquities towards our whole family; hereafter, when I shall have in some measure recovered from my losses by different bankrupts, I will send you some assistance from time to time; at present, Jean François has orders to regulate his conduct towards you all by your conduct towards him."

Now, if their was fraud upon the part of the executors in obtaining the judgments and homologation of their final account, there is nothing in the acquittances signed by Madam Pargoud and Madam Adam which, in the view of a court of equity, should operate as an estoppel; for admitting that, ignorant females as they were, they were yet capable of examining and understanding the account which it is alleged was shewn to them by their brother Jean François, (who, it appears from the letter of Nicolas, left this city for Europe the day previous to the homologation,) it is clear that they could derive no intelligence of the manner in which the judgments in favor of the executors had been obtained; they would see from that account, that Claude François, their brother, had owed the executors an enormous sum of money, but whether it was a real or pretended debt, surely could not be determined by an inspection of the document purporting to be an exhibit of the condition of the estate. There is no reason to suppose that the representations of Jean François to the several heirs, who received the portion designed for them, differed materially from the contents of the foregoing letter of Nicolas to his sister Quetand. This letter from its tenor seemed to be intended for the eye of each of the heirs, and there is nothing in it to create the impression that any deception had been practised. It was designed for a very different purpose; it was designed to establish, as far as might be necessary, some plausible ground upon which the deception, which in reality had been practised, might silently and securely repose. It was designed to shew that the executors, in a self-sacrificing spirit, had done more than their duty, from a tender regard for the honor of their deceased brother; like the account, it disclosed nothing from which the heirs could derive the information, that the large sum retained by the executors had arisen mostly from transactions which had taken place twenty years before they were asserted against the succession; nothing from which it could be inferred, that the balance thus struck in favor of the executors, was not the result of the solemn deliberations of a court, but of arbitrators appointed at the solicitation of the executors, and acting honestly, no doubt, upon the data placed before them, but upon ex parte testimony, and in ignorance of the law of prescription.

Under such circumstances, it is not surprising that these females should have been induced to sign the acquittances in question; but that

these acquittances should now be construed into a final relinquishment of all claims against the estate of their brother, and consequently an insuperable bar to any further assertion of their rights, is a position which cannot receive the sanction of a court of equity. They are to be regarded as acquittances given under a delusion or mistake, arising from false representation, and can only be recognised as receipts for the sums of money therein specified on account of their interest in the succession; they are good and valid for this purpose and for no other; to give them any other force or effect would be to sanction an evident attempt on the part of at least one of the executors to take advantage of the weakness, the necessities, the ignorance and credulity, of confiding sisters, and obtain from them a ratification of the previous acts of fraud. (1 Story Equity § 365. 2 Vesey 125. 1 Vesey 503, 506, 507. 2 Vesey 125. 1 Atk. 354. 1 Fonbl. Eq. 3. 1 Ch. 2. S. 13, note (r.) 1 Ball and Beatty, c. p. 151. 4 Des. 712, 714.)

But the letter written by Nicolas Girod to his sister Quetand, on the eve of the departure of Jean François for Europe, deserves to be further noticed, in reference to the position assumed by the solicitors for respondents, and urged by them with great zeal, that the complainants are estopped from proceeding, by reason of the great lapse of time since the sales made to St. Felix and Laignel, and the judgments obtained by the executors at law. If the complainants have slumbered on their rights for a great length of time, with a full knowledge of those rights, it is clear that a court of equity will not afford them relief, unless there be proof to sustain the allegations of the bill repelling the presumption of laches or unreasonable delay. (1 Story Rep. 214.) It becomes my duty to enquire, how far such a presumption has been repelled in the case before me; and as this enquiry necessarily involves the plea of prescription raised by respondents, I will consider it not only in reference to its effect and validity under the law of Louisiana when applied to a case like the present, but also under those general rules and principles which regulate the powers of a court of equity.

It is contended by the complainants that if they have slept on their rights, they were lulled into slumber by the representations of the executors themselves, who, instead of acting the part of faithful trustees, had scrupulously withheld such information as was necessary to give them a proper understanding of those rights; the letter of Nicolas Girod to his sister Quetand, shews that great sacrifices *has* been made by him to save the honor of his testator; and no other conclusion can be drawn from it, than that the rights of the several co-heirs had been secured only through the extreme kindness and affection of the executors; and with the view of affording ground for the hope of a further enjoyment of the fruits of that affection, they are reminded that a greater part of the property (alluding to that of Claude François Girod,) could not escape them. The letter also contains the significant admonition that each and all must "beware that they do not imitate the example of Jacques, who had by his iniquities incurred the displeasure of the family." The inferences which are naturally drawn from it, are that they had received all that could then be allowed them, but that the greater part of the

property would be left to them by his will, to those of them at least who did not incur his displeasure; this assurance has been contended, and with great plausibility of reasoning, operated on the minds of these indigent and ignorant complainants in after years, when there were complaints among them arising from suspicions that all was not right, to restrain them from such legal proceedings as might have enabled them to assert and maintain their rights; this forbearance on the part of the complainants, dictated, it would appear, by the laudable wish to avoid litigation among relations, the respondents construe into a refusal from immoral motives, to assert claims during the lifetime of Nicolas Girod, which they knew could have been then successfully repelled.

In the absence of any positive proof of the real motives by which they were actuated, I can only say, that there is in the letter before alluded to a fair and reasonable foundation for the hope that they would eventually come into the possession of the property left by Claude François Girod, by the will of Nicholas Girod; and I regard it as not only contrary to good morals, but consistent with justice and equity, that upon finding they had been in the first place defrauded and then denied justice by the wrong-doer on the only occasion on which he could have atoned for the injury, they should feel grieved, and perhaps indignant, and as a last and only resort appeal to a court for justice for relief.

If under such circumstances and from such motives the complainants delayed the assertion of their rights, a court of equity will not reject their demand upon the ground of laches.

A son's forbearance to press his demand having occurred in consequence of the intimation that it would be satisfied after the father's death, held that the statute of limitations did not commence to run against any part of it till the father's decease. (1 Chevr. Eq 167.) (4 Barbour's Dig. 374.) But the burden of proof rests upon respondents to establish the knowledge on the part of the complainants upon which they hope to base their relief from the statute of limitations. What is the nature of the proof they adduce? Surely not that each and all of the heirs had notice of their rights, or notice that certain frauds were practised upon them in the shape of judgments without parties, and sales without consideration, from the executors to themselves. It is not pretended that some of the heirs had any notice whatever, and even the answers of some of the respondents themselves regard as evidence in a court of chancery, show only suspicions of fraudulent conduct on the part of the executors entertained by a portion of the heirs resident at Thônes; I allude here to the answer of Rivolet, which relate to the declarations of Madam Adam, Madam Quetand and her son. But the declarations of this witness, even if they could be received as evidence, (and it is impossible they can be so received, because not responsive to the interrogatories,) should be taken with much caution. In 1818 he was only 14 years of age, and at that time a stranger to the Girod family, with whom he has since become connected in consequence of his brother's marriage with Jacqueline Poidebard. His recollections must necessarily be very vague, and his suppositions as to the knowledge of Madam

Pargoud, who resided *who resided* 15 miles from Thônes, can weigh but little on the mind of the court in opposition to her own letters to Nicolas Girod introduced in evidence. These letters do indeed show that many inducements had been thrown out to prevail upon her to claim what others supposed to be her rights in the succession of Claude François Girod, but it does not appear that up to the year 1835, the date of her last letter, she had permitted herself to credit the insinuation thrown out to the disparagement of the executors, in whom she reposes implicit confidence, and strenuously denies that anything unfavorable to their conduct had ever emanated from her.

The answer of Joseph Marie Girod shews, that as early as the latter end of 1818, he wrote from this city to his father at Thônes, in Savoy, that it was not true as had it appeared been stated there that all the property had been sold in a lump, and that his uncles Jean François and Nicolas Girod had bought it for less than its value. The letter was written to his father to destroy the bad impression produced by one which his brother had been charged with having written from here to Thônes, his native country, (in which place and its neighborhood all the brothers and sisters, and nephews and nieces of the deceased Claude Francois Girod, resided;) that his uncles Jean Francois and Nicolas Girod had caused all his estate to be sold in a lump, (enbloc) which was untrue; and that they, the uncles, had bought in the same for (unid prix) a price for less than its then true value. And he further states, that he has no doubt in his mind that the contents of his letter has been made known to all the persons interested in knowing the truth, that is all the testamentary heirs of Claude Francois Girod, or a great part of them, as soon as the same was received in Savoy.

Now, if this letter were received and its contents made known, as stated by this defendant, it surely could have no other effect than to cause them to rest satisfied with the course which had been pursued by the executors; and if there had been an inclination on the part of some, such as Madam Adam and Madam Quetand, and her son, as appears by the answers of Rivolet, to express discontent, these assurances from a near relative on the spot where the proceedings of the executors took place, would have exercised a powerful influence in quieting their discontent and removing their fears. Indeed, it is an attentive consideration of the various reports which from time to time reached the ears of these ignorant and credulous complainants, that has led my mind to the conclusion that they never received any information upon which they could rely, until they received it from Hypolite Pargoud, a short time before the death of Nicolas Girod; nor did they even then obtain information of the extent of the frauds which had been practised upon them, as is clearly established by the fact, that the proceedings of the executors before the parish court to obtain the judgments complained of, were never disclosed until the answer was filed in this cause; and this last important fact shows how vague and uncertain must be the answer of the defendant Michoud. He answers doubtless to the best of his knowledge, but his declarations can amount to but little as evidence, when he fails to state specifically

the precise records which were transcribed by Bouvard, (who it seems lived in Bourdeaux and not in Thônes,) to be sent to the heirs of Claude François Girod.

But apart from the obligation resting upon the respondents to bring home to the complainants a knowledge of the acts of the executors in the administration of the estate of Claude François Girod, (and the evidence is certainly too vague and indefinite for this purpose,) it is incumbent on them also to shew, that Nicolas Girod had such a title to the property as they can now set up as the basis of prescription.

It has been shewn that the judgments obtained by the executors were fraudulent, and that a full knowledge of the fraud was never disclosed until the answer of the respondents was filed.

It is unnecessary to quote authority to shew that the prescription does not run until the discovery of the fraud. It has also been shewn that the purchases of the property through St. Felix and Laignel, were purchases without consideration, and that Nicolas Girod really held the property so purchased as the trustee of his co-heir. The article 3,476 of the civil code declares, that "those who possess for others, and not in their own name, cannot prescribe, whatever may be the time of their possession. Thus farmers, tenants, depositories, usufructuaries, and all those generally who hold by a precarious tenure, and in the name of the proprietor, cannot prescribe, on the thing thus held; and it is a principle of the civil law, too well recognised to be questioned, that one who holds property by precarious tenure cannot by his own act change the nature of his possession; and the executors did not and could not change the nature of their possession by a sale of the property to themselves; the article 3,480 of the civil code declares, that one cannot prescribe against his own title, in this sense, that he cannot by his own act change the nature and the origin of his possession." The authority from Troplong relied on by the solicitors for the complainants is clear and full on this point; he states the case of a lessee in possession acquiring title from a third person, and retaining possession as owner and refusing payment of rent for thirty years, in which case he says, that if the lessee were in good faith, he would acquire title; he then continues, "but if the sale which the lessee had caused to be passed in his favor were simulated, the nature of his possession would not be changed by it; falsehood and simulation never can produce legal effect; there must be a serious and true fact, and the real intervention of a third person having a plausible title to the property; as to fraud it is always powerless, and no encouragement can be given to sanction its machinations." Troplong on prescription, No. 509, at No. 517, he says, "the title translative of property must be serious and sincere. If it were only a simulation concerted in order to deceive the true owner, no attention can be paid to it, and the possession continues precarious."

The solicitors for the respondents have urged the prescription of ten years as defined in article 2,218 of the civil code, and article 204, p. 302, of the old code. I am unable to discover the applicability of these provisions of law to the case before me. This is not an action for nullity,

or for the rescision of an agreement, but a suit in revendication of property which the complainants claim as belonging to them. The acquittance signed by Madam Pargoud and Madam Adam at Thônes, if they bind any of the complainants, bind only themselves. Those acquittances cannot be regarded in the light of agreements which the complainants seek to rescind. They are acknowledgments shewing the receipts of money, and were doubtless intended as an extinction of the obligation on the part of the executors to account to the heirs; but they are acknowledgments made under a mistake arising from misrepresentations of the actual condition of the estate of their deceased brother.

But placing the question of prescription on the ground most favorable to the respondents, let us suppose that the sale made by the executors to themselves could be made the basis of prescription, it is clear that it could only be the prescription known in the civil law as the prescription of thirty years, for Nicolas Girod held the property under a title which he knew to be defective. This prescription, then, cannot avail the respondents, since the time had not expired when the bill was filed. (Civil code, art. 3,442, '5, '9. Old code p. 486, art. 66. Civil code 3,438, 3,465. 8 Martin Rep. 629. Troplong on prescription, No. 905, '6, '7, 915, '18.)

The application of the principles which govern a court of equity, will not change the view here taken. The courts of the United States, sitting as courts of equity, will apply the statutes of limitations of the States in which the causes are to be decided. (Livingston vs. Story, 11 Peters' Rep. 369, 393, 406. 16 Peters' 455, 495. 6 Peters' 291,) and the statutes of limitations is subject to the same exceptions as at law, and the principle may be considered as well as settled, that from the time the trust is distinctly disavowed, it will be barred by the same lapse of time which would bar the legal estate at law. If we apply the doctrine to the present case, it will, as has been justly contended, at best bring the complainants back to the prescription of thirty years.

Before dismissing this question of prescription, I will quote the language of the Supreme Court of the United States of Prevost vs. Gratz, 6 Wheaton, 481. Mr. Justice Story, who delivered the opinion of the court, "says, it is certainly true that length of time is no bar to a trust clearly established; and in a cause where fraud is imputed and proved, length of time ought not, upon principles of eternal justice, to be admitted to repel relief; on the contrary, it would seem that the length of time during which the fraud has been successfully concealed and practised, is rather an aggravation of the offence, and calls more loudly upon a court of equity to grant ample and decisive relief."

This language of the supreme tribunal is too plain and too strongly applicable, in my opinion, to the case before me, to require further notice; giving the respondents all the benefit which can be derived from the case of Miller vs. McIntyre, (6 Peters' 66,) recognising the correctness of the doctrine discussed and settled in the case of the Marquis of Cholmondley vs. Lord Clinton, (2 Jacob and Walker,) and they cannot escape from the consequences of the fraud and maladministration

of the executors of Claude François Girod. In the case of Elmendorf vs. Taylor, (10 Wheaton 168,) Chief Justice Marshall, who delivered the opinion of the court, in referring to the case of Cholmondley vs. Clinton, says, "it was considered and treated by the court as a case of the highest importance, and the opinion was unequivocally expressed, that both on principle and authority, the laches and nonclaim of the rightful owner of an equitable estate for a period of twenty years, (supposing it the case of one who must within that period have made his claim in a court of law, had it been a legal estate,) under no disability, and where there has been no fraud, will constitute a bar to equitable relief by analogy to the statute of limitations, if during all that period the possession has been held under a claim unequivocally the adverse."

But let us suppose that there were disability and fraud, as shewn in this case, and it is clear that the statute could be of no avail, except from the time of the removal of the disability, or the discovery of the fraud. The minority of some, and the absence and ignorance of all the complainants, have been established by the evidence.

I am satisfied from the authorities that rents and profits are due from the time of the illegal sales of the property. (13 Peters' 359. 2 Johns. Chan. 271.) I am also satisfied that interest is due. 2 Story Eq. § 1,277, 1,278, 1,279.

Such is my opinion, formed after a long and attentive examination of the law and the evidence on the merits of this important cause. If I have erred in the conclusion to which I have finally come, the error will be speedily corrected by the high tribunal to which the respondents have appealed, and which is competent to award full justice to all the parties concerned.

CLERK'S OFFICE,
United States circuit court,
District of Louisiana.

I hereby certify the foregoing to be a true copy from the original of record in this office.

Witness my hand and the seal of said court, at the city of New Orleans, this eighth day of May, 1845.

For DUNCAN N. HENNEN, *Cl'k.*
T. McCULLOCH, *D'y c'lk.*

Filed 26th September, 1845.